



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BAYSIDE PROPERTY SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPE, CNE, MNDC, FF

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to a notice to end tenancy for end of employment and for a monetary order for the filing fee. The tenant applied for an order to set aside the notice to end tenancy and for a monetary order for compensation and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession? Is the tenant entitled to compensation?

Background and Evidence

The tenancy started on August 01, 2013. The tenant was employed as a caretaker and occupied unit 106 which contained an office. The door to the rental unit/office opened into the lobby and provided access for tenants to visit the office and/or deposit rent cheques through the slot in the door. Shortly after the tenancy started, the owner sold the rental complex and a new company took over the management of the rental units. The tenant's employment was terminated and the tenant was served with a notice to end tenancy. The previous owner JH attended the hearing.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the dispute

resolution proceedings, the settlement may be recorded in the form of a decision/order. During this hearing, the parties reached an agreement to settle their dispute. Specifically, both parties agreed to the following:

- The tenant agreed to move out of unit 106 on or before **1:00 p.m. on February 15, 2014**. An order of possession will be issued to the landlord effective this date.
- The tenant agreed to accept the landlord's offer of renting unit 105 effective February 15, 2014. Both parties agreed to enter into a new tenancy agreement for unit 105. The terms include a fixed term tenancy of one year which would continue on a month to month basis at the end of the fixed term. The rent will be \$800.00 payable on the first of the month and the tenant will pay a security deposit of \$400.00 prior to moving into unit 105
- The previous owner JH offered the tenant a onetime payment of \$500.00 in full settlement of her claim against him and the current landlord. The tenant agreed to accept this offer of \$500.00 in full and final settlement of all claims against the previous owner and the current landlord.
- Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.
- The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive landlord – tenant relationship.

Conclusion

Pursuant to section 55(2) I am issuing the landlord, a formal order of possession effective on or before **1:00 p. m. on February 15, 2014**. The Order may be filed in the Supreme Court for enforcement.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 30, 2014

Residential Tenancy Branch