



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC, RP, RPP, LRE, RR, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. The tenant also applied for an order directing the landlord to carry out repairs and return the tenant's belongings and for the recovery of the filing fee. Both parties attended the hearing and had opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy? Is the tenant entitled to the remedies that he has applied for?

### **Background and Evidence**

The tenancy began in September 2007. On January 02, 2014, the landlord served the tenant with a one-month notice to end tenancy for cause.

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 and an order.

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to move out on or before 1:00p.m. on April 30, 2014.
2. The landlord agreed to allow the tenancy to continue till 1:00 p.m. on April 30, 2014. An order of possession will be granted to the landlord effective this date.

3. The landlord agreed to pay the landlord \$100.00 in full and final settlement of all claims against the tenant. The tenant agreed to accept \$100.00 in full and final settlement of all claims against the landlord.
4. The landlord agreed to repair the bathroom tap by February 28, 2014
5. The landlord agreed to allow the tenant access to the barn to remove his belongings, upon request.
6. 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.
7. 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 end to this landlord – tenant relationship.

Pursuant to the above agreement, I grant the landlord an order of possession effective on or before 1:00p.m. April 30, 2014. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to the above agreement, the tenant may make a onetime deduction of \$100.00 for rent due on March 01, 2014.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

### **Conclusion**

I grant the landlord an order of possession effective on or before **1:00p.m. on April 30, 2014**

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: February 20, 2014

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Residential Tenancy Branch

