



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, MNDC, LRE, LAT

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause, for a monetary order for compensation and for an order directing the landlord to comply with the *Act*. The tenant also applied for authorization to change locks and to suspend the landlord's right to enter the rental unit.

Both parties attended the hearing and had opportunity to be heard and gave affirmed testimony. The landlord acknowledged receipt of evidence submitted by the tenant.

Issue to be Decided

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

Background and Evidence

On April 28, 2014, the landlord served the tenant with a one-month notice to end tenancy for cause.

The reasons for the notice were discussed at length and 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 August 31, 2014.
2. The landlord agreed to allow the tenancy to continue till 1:00 p.m. on August 31, 2014.
3. The landlord agreed to allow the tenant to live rent free for the month of August 2014.
4. 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.
5. 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.

Conclusion

The tenancy will end on the mutually agreed upon date of August 31, 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: June 19, 2014

Residential Tenancy Branch

