



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 588738 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPL, CNL, DRI, OLC, ERP, PSF, LRE, RR, 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 landlord's use of property. The tenant applied for an order to set aside the notice to end tenancy. The tenant also applied for an order directing the landlord to comply with the *Act*, provide services, carry out repairs and reduce rent.

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 the remedies that she has applied for?

Background and Evidence

The tenancy started in June 2006. The current rent is \$1,035.00 due on the first of each month. On October 24, 2015, the landlord served the tenant with a two month notice to end tenancy for landlord's use of property. The tenant disputed the notice in a timely manner.

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 or an 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 on or before **1:00 p.m. on April 01, 2016**.
- The landlord agreed to allow the tenancy to continue until 1:00 pm on April 01, 2016. An order of possession will be issued to the landlord effective this date.
- The landlord agreed to comply with section 29 of the *Residential Tenancy Act* regarding providing the tenant with adequate written notice prior to entering the rental unit.
- The landlord agreed to allow the tenant to continue paying rent in the amount of \$1,035.00 until the end of tenancy
- The landlord agreed to allow the tenant to occupy the unit rent free for the month of March 2016.
- The tenant agreed to pay rent for December 2015 and January 2016 on this date – January 07, 2016
- The tenant agreed to withdraw the remainder of her application
- Both parties stated that they understood and agreed that the above terms are binding and comprise the full and final settlement of all aspects of this dispute for both parties.

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 April 01, 2016**. 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 07, 2016

Residential Tenancy Branch

