



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, OPC, AAT, ERP, PSF, 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 Section 55 and for the recovery of the filing fee. The tenant applied to cancel the notice to end tenancy, pursuant to Section 49. The tenant also applied for an order directing the landlord to make emergency repairs and allow the tenant's guests access to the rental unit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. 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 she has applied for?

Background and Evidence

The tenancy began in August 2014. The monthly rent is \$850.00 due on the first of each month. On October 31, 2015, 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 January 31, 2016.
2. The landlord agreed to allow the tenancy to continue till 1:00 p.m. on January 31, 2016. An order of possession will be granted to the landlord effective this date.
3. The tenant agreed to pay rent for January 2016 on January 18, 2016
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.

Pursuant to the above agreement, I grant the landlord an order of possession effective January 31, 2016. 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.

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

Conclusion

I grant the landlord an order of possession effective **1:00p.m. on January 31, 2016**

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 15, 2016

Residential Tenancy Branch

