



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNR, CNL, MNDC, MNSD

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside notices to end tenancy for landlord's use of property and for non-payment of rent. The tenant also applied for compensation for loss under the *Act* and for the return of the security deposit. 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.

During the hearing, the tenant requested to withdraw her application for compensation with leave to reapply. The landlord agreed and accordingly this portion of her application is dismissed with leave to reapply. Since the tenancy has not yet ended I also dismiss the tenant's claim for the return of the deposit with leave to reapply.

Accordingly this hearing only dealt with the tenant's application to set aside the notices to end tenancy.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began in April 2013. The monthly rent is \$800.00. On March 01, 2016 and March 07, 2016, the landlord served the tenant with notices to end tenancy for landlord's use of property and for non-payment of rent respectively.

The reasons for the notices were discussed at length. 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. Both parties agreed to the following terms:

1. The tenant agreed to move out on or before 1:00p.m. on June 30, 2016.
2. The landlord agreed to allow the tenancy to continue until June 30, 2014. The landlord further agreed to allow the tenant to end the tenancy prior to June 30, 2016 upon providing proper notice to end tenancy.
3. The landlord will be issued an order of possession effective June 30, 2014.
4. The tenant agreed to pay the landlord outstanding rent for March and April 2016 along with rent for May 2016, on or before May 01, 2016.
5. Both parties stated that they understood and agreed that these particulars are binding and comprise the full and final settlement of all aspects of this dispute for both parties.

### **Conclusion**

Pursuant to the above agreement, I grant the landlord an order of possession effective at **1:00pm on June 30, 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.

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: April 20, 2016

---

Residential Tenancy Branch