



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR

### **Introduction**

This hearing dealt with an application by the landlord, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to a notice to end tenancy for unpaid rent. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Does the landlord have reason to end the tenancy or should the notice to end tenancy be set aside and the tenancy be allowed to continue? Is the landlord entitled to an order of possession?

### **Background and Evidence**

The tenancy started on August 01, 2015. The monthly rent is \$1,000.00.

Both parties agreed that the landlord made an exception to the amount of rent owed for the months of January and February 2016. The landlord agreed to accept \$500.00 for rent for each of these two months on the understanding that the tenant would move out at the end of February 2016. The tenant did not move out and also failed to pay the full rent of \$1,000.00 on March 01, 2016.

On March 03, 2016, the landlord served the tenant with 10 day notice to end tenancy for \$1,000.00 in unpaid rent. The tenant did not dispute the notice and paid \$500.00 on March 21, 2016. The tenant continued to occupy the rental unit and as of the date of this hearing owed an additional \$1,000.00 for April 2016.

The circumstances surrounding the notice were discussed. During this discussion 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 on the following terms:

1. The tenant agreed to move out by 1:00 pm May 05, 2016.
2. The landlord agreed to allow the tenancy to continue until May 05, 2016.
3. An order of possession will be issued to the landlord effective this date.
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**

I grant the landlord an order of possession effective at **1:00 pm on May 05, 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: April 27, 2016

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Residential Tenancy Branch