



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, CNR, OPR, MNR, MNDC, OLC, LRE, FF

Introduction

This hearing dealt with applications by the tenant and the landlord pursuant to the *Residential Tenancy Act*.

The landlord had served notices to end tenancy for landlord's use of property and for non-payment of rent. The landlord applied for an order of possession and also applied for a monetary order for rent and the filing fee.

In two separate applications, the tenant applied to cancel the notices to end tenancy. The tenant also applied for a monetary order for compensation for the loss of quiet enjoyment, for the recovery of the filing fee and for an order directing the landlord to comply with the *Act*.

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.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Are the parties entitled to monetary orders?

Background and Evidence

The tenancy started on July 01, 2015. A copy of the tenancy agreement was filed into evidence along with an addendum. The addendum was not signed or dated. During the hearing the parties agreed to abide by the terms of this addendum which is page 15 of the landlord's evidence.

The monthly rent is \$1,800.00 due on the first of each month and does not include utilities. The landlord has retained a portion of the home for her use and pays a third of the total utilities.

The tenant informed the landlord that the lock on the gate to the rental property was broken. Both parties agreed to leave the gate unlocked for ease of access by the landlord and her agents.

On April 30, 2016 and May 04, 2016 the landlord served the tenant with notices to end tenancy for landlord's use of property and for nonpayment of rent respectively. The tenant disputed the notices in a timely manner. The reasons for the notices and other aspects of the applications of both parties 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 by 1 p.m. on August 31, 2016. The landlord agreed to allow the tenancy to continue up to this date. An order of possession will be issued to the landlord effective this date.
2. The landlord agreed that the tenant will not be required to pay rent on August 01, 2016.
3. Both parties agreed to abide by the terms of the unsigned undated, addendum to the tenancy agreement which can be found on page 15 of the landlord's evidence.
4. The landlord will provide at least 24 hours written notice to the tenant regarding entry into the rental unit.
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.
6. Both parties stated that they understood and agreed that the above particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Under the provisions of section 55, and pursuant to above agreement, I grant the landlord an order of possession effective at 1:00 pm on August 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, the parties must bear the cost of filing their own applications.

Conclusion

I grant the landlord an order of possession effective at 1:00 pm on August 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: June 08, 2016

Residential Tenancy Branch