



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, CNL, CNR, MNDC, OLC, LRE, LAT, RR

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 a monetary order for unpaid rent. The tenant applied to cancel the notices to end tenancy, pursuant to Section 49 and 46. The tenant also applied for an order directing the landlord to comply with the *Act*, restrict landlord's entry in to the rental unit, change locks and reduce rent.

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 he has applied for?

Background and Evidence

The tenancy began in September 2015. The monthly rent is \$650.00 due on the first of each month. On June 02, 2016, the landlord served the tenant with a ten day notice to end tenancy.

The claims 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 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 by 1:00p.m. on July 18, 2016.
2. The landlord agreed to allow the tenancy to continue till 1:00p.m. on July 18, 2016. An order of possession will be granted to the landlord effective this date.
3. The landlord agreed to waive rent for the months of June and July 2016 in full and final settlement of all claims against the tenant.
4. The tenant agreed to drop all monetary claims against the landlord.
5. 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.
6. 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 on July 18, 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.

Conclusion

I grant the landlord an order of possession effective at **1:00p.m. on July 18, 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: July 08, 2016

Residential Tenancy Branch