



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, MNDC, OLC, LAT, RR, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order to set aside the notice to end tenancy for cause and for an order to direct the landlord to comply with the *Act*, authorize the tenant to change locks and suspend the landlord's right to enter the rental unit. The tenant also applied for a rent reduction, compensation for loss under the *Act* and for the recovery of the filing fee.

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.

Issues to be decided

Does the landlord have reason to end the tenancy? Is the tenant entitled to compensation and to the other remedies she has applied for?

Background and Evidence

The tenancy started in August 2010. The current landlord purchased the property in January 2016 and assumed the tenancy. The monthly rent is \$1,540.00.

The tenant's application was discussed at length. 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 under the following terms.

1. The tenant agreed to move out by 1:00pm on September 10, 2016. The landlord agreed to allow the tenancy to continue up to this date. An order of possession will be granted to the landlord effective this date. The landlord agreed to allow the tenant to occupy the suite rent free for September 01-10, 2016.

2. The landlord agreed to pay the tenant \$2,000.00 and the tenant agreed to accept \$2,000.00 in full and final settlement of all claims against each other. A monetary order in this amount will be granted to the tenant. The landlord agreed to pay the tenant the agreed upon compensation of \$2,000.00 on September 05, 2016.
3. The tenant agreed to leave the rental unit in a reasonably clean condition.
4. 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.
5. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

As per the terms of the above agreement, I grant the landlord an order of possession under section 55 of the *Residential Tenancy Act*, effective by 1:00pm on September 10, 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.

Also as per the terms of the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of \$2,000.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective by **1:00 pm on September 10, 2016**. I also grant the tenant a monetary order for **\$2,000.00**.

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: August 31, 2016

Residential Tenancy Branch