



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

CNC, MNDC

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and for a monetary order for time spent putting his application together. 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? Is the tenant entitled to \$100.00?

### **Background and Evidence**

The tenancy began in June 2016. The monthly rent is \$400.00. A security deposit was not paid and there is no written tenancy agreement.

On December 31, 2016, the landlord served the tenant with a notice to end tenancy for cause. The reasons for the notice 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 1:00p.m. on March 31, 2017.
2. The landlord agreed to allow the tenancy to continue until 1:00p.m. on March 31, 2017. The landlord will be issued an order of possession effective this date.
3. The landlord agreed to allow the tenant to occupy the rental unit rent free for the last month of tenancy.
4. The tenant agreed to pay rent for January 2017 immediately and to pay rent on February 01, 2017.
5. The parties agreed that the tenant may move out by February 28, 2017 by providing adequate notice to the landlord. If the tenant moves out by February 28, 2017, the landlord will return rent paid on February 01, 2017, to the tenant.
6. 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 by 1:00p.m. on March 31, 2017. 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: January 27, 2017

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Residential Tenancy Branch