



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC CNR RR FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for unpaid rent (the 10 Day Notice) pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

All named parties attended the hearing. During the hearing, the parties expressed an interest and were successful in resolving this dispute by mutual agreement.

Terms of Settlement

Pursuant to section 63 of the Act, an arbitrator may assist the parties to 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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant and landlord agree **that this tenancy will end no later than 1:00 p.m. on September 30, 2017**, and, the landlord will be granted an **Order of Possession** effective this date.
2. In exchange for the tenant voluntarily agreeing to end this tenancy, the landlord agrees the tenant is not required to pay any rent for 3 months. As such, the landlord is required to reimburse the tenant for the rent payment that has already been made for the month of July 2017 and no rent is payable under the tenancy agreement for the months of August and September 2017.

3. The landlord agrees to not harass the tenant and allow this tenancy to end harmoniously.
4. The landlord agrees to allow the tenants bicycle and wooden door to be placed back in storage in the garage or shed.
5. The landlord agrees to not remove any of the tenant's personal property including potted plants during the duration of this tenancy.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

This Decision and Settlement Agreement is final and binding on both parties.

Given the high degree of animosity in this relationship, I would further encourage the parties to try to reach a mutual agreement to end this tenancy sooner than September 30, 2017 (ie, if the tenant is able to secure alternative accommodation sooner, the landlord could offer monetary compensation equivalent to the free months' rent to help facilitate an earlier end to this tenancy).

Conclusion

I grant an Order of Possession to the landlord effective **1:00 p.m. on September 30, 2017**. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 06, 2017

Residential Tenancy Branch