



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPM, CNC, OLC*

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 a mutual end to tenancy agreement. The tenant applied for an order to set aside a notice to end tenancy for cause and for an order directing the landlord to comply with the *Act*.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession? Was the tenant served with a notice to end tenancy for cause and if so is it a valid notice?

Background and Evidence

The tenancy started on June 01, 2013. The current rent is \$905.00 due on the first of each month. The landlord testified that the tenant agreed to end the tenancy and on February 03, 2017, a mutual agreement was drawn up by the landlord with an effective date of July 31, 2017. The landlord filed a copy of the signed agreement. The tenant denied having signed the agreement.

During the hearing it was determined that the landlord did not serve the tenant with a notice to end tenancy for cause. The reasons why the landlord wanted the tenancy to end were discussed and 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. Specifically, both parties agreed to the following:

- The tenant agreed to move out on or before **1:00 p.m. on October 31, 2017** and the landlord agreed to allow the tenancy to continue until this date. An order of possession will be issued to the landlord effective this date.
- The landlord agreed to accept a notice of 10 days to end the tenancy in the event the tenant needs to move out prior to the end date of the tenancy.
- The tenant agreed to pay rent up to the last day of tenancy. The landlord agreed to return any unused portion of rent to the tenant.
- 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.
- 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.

Conclusion

Pursuant to section 55(2) I am issuing the landlord, a formal order of possession effective on or before **1:00 p.m. on October 31, 2017**. The Order may be filed in the Supreme Court for enforcement.

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 09, 2017

Residential Tenancy Branch