



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for an order of possession. The landlord also applied for a monetary order for the filing fee. During the hearing the landlord agreed to waive her application for recovery of the filing fee

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issues to be decided

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy started about two years ago. The landlord stated that she purchased this rental unit for the tenant and allowed him to stay without paying rent. On June 29, 2017, the landlord served the tenant with a notice to end tenancy for cause. During the hearing, both 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.

- The tenant agreed to move out by 1:00 pm on October 01, 2017.
- The landlord agreed to extend the tenancy up to 1:00 pm on October 01, 2017. An order of possession will be issued in favour of the landlord effective this date.
- The tenant agreed to leave the rental unit in a clean and undamaged condition. The tenant understood that the landlord has a legal right to pursue damages if the rental unit is left in a condition that requires cleaning and/or repairs
- The tenant agreed to exercise any additional goodwill, good behaviour 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 acknowledged that they understood and agreed with the above terms of their agreement.

Conclusion

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

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 11, 2017

Residential Tenancy Branch