



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, MNDC, RP, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy landlord's use of property. The tenant also applied for compensation, for the recovery of the filing fee and for an order directing the landlord to carry out repairs. 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.

At the start of the hearing, the tenant informed me that her claim for compensation had been dealt with and she withdrew this portion of her claim. Accordingly this hearing dealt with the notice to end tenancy for landlord's use of property, for an order directing the landlord to carry out repairs and for the recovery of the filing fee.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to the other remedies she has applied for?

Background and Evidence

The tenancy began in December 2007. The current monthly rent is \$1,600.80. On July 12, 2017, the landlord served the tenant with a notice to end tenancy for landlord's use of property. The tenant disputed the notice in a timely manner, by amending her application to include her dispute of the notice. .

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 under the following terms.

1. The tenant agreed to move out by 1:00 pm on October 01, 2017.
2. The landlord agreed to extend the tenancy up to 1:00 pm on October 01, 2017.
3. An order of possession will be issued in favour of the landlord effective this date.
4. The landlord agreed to pay the tenant additional compensation in the amount of \$600.00 for moving costs. The tenant agreed to accept \$600.00.
5. A monetary order in the amount of \$600.00 will be granted to the tenant.
6. 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.
7. Both parties acknowledged that they understood and agreed with the above terms of their agreement.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application. Since the tenancy is ending, the tenant's application for an order directing the landlord to carry out repairs is moot and accordingly dismissed.

The tenancy will end pursuant to a notice to end tenancy for landlord's use of property. The parties must be compliant with s.49 and s.51 of the *Residential Tenancy Act*. The tenant is entitled to the last month of rent free stay.

Pursuant to section 55 I am issuing a formal order of possession effective by 1:00 pm on October 01, 2017. The Order may be filed in the Supreme Court for enforcement. I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for \$600.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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.

I grant the landlord an order of possession effective by 1:00pm on October 01, 2017.

I grant the tenant a monetary order of \$600.00.

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: September 21, 2017

Residential Tenancy Branch