



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNL, DRI

### **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 to dispute a rent increase. Both parties attended the hearing and had opportunity to be heard. The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

At the start of the hearing, the landlord agreed to withdraw his request for a rent increase. Accordingly this hearing only dealt with the notice to end tenancy for landlord's use of property.

### **Issue to be Decided**

Has the landlord served this notice to end tenancy in good faith?

### **Background and Evidence**

The tenancy began in May 2011. The current monthly rent is \$1,270.00. The landlord testified that he served the tenant with a notice to end tenancy for landlord's use of property, on June 30, 2017, by slipping the notice under the door. The tenant stated that he received it on July 01, 2017. The tenant disputed the notice in a timely manner.

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 November 15, 2017.
2. The landlord agreed to extend the tenancy up to 1:00 pm on November 15, 2017. An order of possession will be issued to the landlord effective this date.
3. Both parties acknowledged that they understood and agreed with the above terms of their agreement.

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 November 15, 2017. The Order may be filed in the Supreme Court for enforcement.

### **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 1:00 pm on November 15, 2017. 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: October 03, 2017

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Residential Tenancy Branch