



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TELFORD PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, RP

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and for an order directing the landlord to carry out repairs. Both parties attended the hearing and had opportunity to be heard.

Both parties stated that they had provided evidence to the other party. Both parties also stated that they had not received the evidence of the other party. Neither party's evidence was used in the making of this agreement.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenant agreed that she received a notice to end tenancy for cause on August 31, 2017. Neither party filed a copy of the notice. The parties could not agree on the content of the notice. The parties offered contradictory testimony on most aspects of the case.

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.

- The tenant agreed to move out by 1:00 pm on January 31, 2018.
- The landlord agreed to extend the tenancy up to 1:00 pm on January 31, 2018. An order of possession will be issued in favour of the landlord effective this date.
- The landlord agreed to put a temporary patch on the washroom ceiling on December 05 or 06, 2017. The tenant agreed to allow the landlord access to the rental unit on the above dates.
- The parties 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.

Pursuant to section 55 I am issuing a formal order of possession effective by 1:00 pm on January 31, 2018. 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.

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: November 23, 2017

Residential Tenancy Branch