



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. The tenant also applied for the recovery of the filing fee. 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.

During the hearing, the tenant informed me that he had amended his application on December 01, 21017, to include compensation for the loss of quiet enjoyment. However the tenant did not submit the monetary amount of his claim. I explained to the tenant that the landlord has a right to be informed of the amount of any claim against him, prior to the hearing, in order to give the landlord an opportunity to respond. Since the tenant has not provided the landlord with this information regarding his claim for compensation, this portion of the tenant's application is dismissed.

Accordingly this hearing dealt with the notice to end tenancy for cause 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 recovery of the filing fee?

Background and Evidence

Both parties agreed that the tenancy began in November 2015 and that the current monthly rent is \$1,200.00. On September 19, 2017, the landlord served the tenant with a notice to end tenancy for cause. The tenant disputed the notice in a timely manner. The tenant agreed that he had not paid rent for November 2017.

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 February 01, 2018.
2. The landlord agreed to extend the tenancy up to 1:00 pm on February 01, 2018.
3. An order of possession will be issued in favour of the landlord effective this date.
4. The tenant agreed to pay rent for November 2017 in the amount of \$1,270.00 on or before December 17, 2017.
5. The tenant agreed to pay rent for January 2018 on January 01, 2018.
6. Both parties acknowledged that they understood and agreed with the above terms of their agreement. Both parties stated that they understood that the terms of this agreement are binding.
7. 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.

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. Accordingly, the tenant's application for the recovery of the filing fee is dismissed.

The tenancy will end pursuant to a notice to end tenancy for cause. Pursuant to section 55 of the *Residential Tenancy Act* I am issuing a formal order of possession effective by 1:00 pm on February 01, 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.

I grant the landlord an order of possession effective by 1:00 pm on February 01, 2018.

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: December 12, 2017

Residential Tenancy Branch