



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, OLC, 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 an order directing the landlord to comply with the *Act* and 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.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began in July 2013. On September 29, 2017, the landlord served the tenant with a notice to end tenancy for landlord's use of property.

The rental unit is located on the lower level and the landlord occupies the upper level with her spouse and son. The landlord testified that her son works in the music industry and works out of the home which involves the use of musical equipment. The landlord is looking to move her son and his equipment into the rental unit on the lower level.

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 May 31, 2018. The landlord agreed to extend the tenancy up to 1:00 pm on May 31, 2018.
2. An order of possession will be issued in favour of the landlord effective this date.

3. 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.
4. 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.

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 May 30, 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 May 31, 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 21, 2017

Residential Tenancy Branch