



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC, LRE, 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.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began in February 2016. The current monthly rent is \$1,274.00 payable on the first of each month. The tenant agreed that she was late on rent at least three times during the tenancy. On October 20, 2017, the landlord served the tenant with a notice to end tenancy for cause. 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.

- The tenant agreed to move out by 1:00 pm on February 01, 2018
- The landlord agreed to extend the tenancy up to 1:00 pm on February 01, 2018. An order of possession will be issued in favour of the landlord effective this date.
- 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.

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.

Pursuant to section 55 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.

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: January 12, 2018

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Residential Tenancy Branch