



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, MNDC, ERP, MNR, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside notices to end tenancy for landlord's use of property and for non-payment of rent. The tenant also applied for compensation and for an order directing the landlord to carry out repairs. Both parties attended the hearing and had opportunity to be heard. The parties gave affirmed testimony.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to the other remedies he has applied for?

Background and Evidence

The tenancy began in November 2014. The current monthly rent is \$440.73. On October 27, 2017, the landlord served the tenant with a notice to end tenancy for landlord's use of property. On January 02, 2018 the landlord served the tenant with a ten day notice to end tenancy for unpaid rent in the amount of \$31.46. The tenant disputed the notices in a timely manner and agreed that he owed the landlord this amount.

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 March 01, 2018 and withdraw the remainder of his application against the landlord.
2. The landlord agreed to extend the tenancy up to 1:00 pm on March 01, 2018. An order of possession will be issued in favour of the landlord effective this date.

3. The landlord agreed to allow the tenant to live rent free for the month of February 2018. The landlord agreed to return rent if received from Social Services.
4. 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. 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 March 01, 2018. The Order may be filed in the Supreme Court for enforcement.

The tenant agreed that he owes the landlord \$31.46 in unpaid rent. The landlord may retain this amount from the security deposit.

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.

Conclusion

I grant the landlord an order of possession effective by 1:00pm on March 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: January 25, 2018

Residential Tenancy Branch