



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, CNR, RR, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, to cancel two notices to end tenancy and for a monetary order for the return of rent and the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord acknowledged receipt of evidence submitted by the tenant. The landlord stated that he had not served his evidence on the tenant and therefore the landlord's evidence was not used in the making of this decision. Both parties gave affirmed testimony.

Issues to be decided

Is the landlord entitled to an order of possession or should the notices to end tenancy be set aside? Is the tenant entitled to a monetary order?

Background and Evidence

The tenancy started on May 01, 2017. The monthly rent is \$1,850.00 due on the first of each month. On February 01, 2018, there was a flood in the rental unit due to leakage from an underground pipe. The landlord actioned the problem immediately and restoration work was ongoing in the month of February 2018.

On March 07, the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant paid rent within five days of receiving the notice. On March 18, 2018, the landlord served the tenant with a notice to end tenancy for landlord's use of property. The tenant disputed the notice in a timely manner. The tenant indicated that she intended to move out on June 30, 2018.

During the hearing, both 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 June 30, 2018.
2. The landlord agreed to extend the tenancy up to 1:00 pm on June 30, 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 last month of tenancy and also agreed to pay tenant \$1,000.00 as compensation for the inconvenience endured by the tenant while the restoration work was ongoing.
4. The tenant agreed to accept the landlord's offer of a rent free stay for June 2018 and for compensation in the amount of \$1,000.00 in full and final settlement of all claims against the landlord.
5. A monetary order in the amount of \$1,000.00 will be granted to the tenant.
6. Both parties acknowledged that this agreement is final and binding and stated that they understood and agreed with the above terms of their agreement.

Pursuant to the above agreement, I grant the landlord an order of possession effective by 1:00pm on June 30, 2018. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for \$1,000.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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.

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.

Conclusion

I grant the landlord an order of possession effective by 1:00pm on June 30, 2018.

I grant the tenant a monetary order in the amount of \$1,000.00

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: May 24, 2018

Residential Tenancy Branch