



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNE ERP LRE MNDCT OLC PSF**

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- Cancellation of One Month Notice to End Tenancy for End of Employment ("One Month Notice") under Section 48 of the *Act*;
- An order for emergency repairs pursuant to section 62;
- An order to suspend or restrict the landlord's right to enter pursuant to section 70;
- An Order requiring the landlord to comply with the *Act*, Regulation and/or tenancy agreement pursuant to section 62; and
- An order requiring the landlord to provide services of facilities as required by the tenancy agreement or law pursuant to section 61.

The tenant attended the hearing. The landlord attended the hearing with her agent KL ("the landlord"). The parties were given a full opportunity to be heard, to present their affirmed testimony, and to make submissions.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The Parties mutually agree as follows:

- The month-to-month tenancy between the parties continues until December 31, 2018;
- The parties agree this tenancy will end on December 31, 2018 at 1:00 PM at which time the tenant and all occupants will have vacated the unit;
- The tenant will pay rent to the landlord in the amount of \$600.00 a month on the first of November 2018 and on the first of December 2018, for a total of \$1,200.00;
- The landlord acknowledges no rent is presently outstanding;
- The tenant is responsible for payment of hydro;
- The parties agree the landlord may immediately begin renovations and repairs on the attic portion of the unit;
- The tenant agrees that workers retained by the landlord will have access to the unit every day from 7:00 AM to 6:00 PM to carry out renovations and repairs on the attic portion of the unit;
- The parties agree the landlord's agent MA may have access to the unit once a week to inspect the renovations and repairs upon 24 hours' notice to the tenant;
- The tenant withdraws her application without leave to reapply.

To give effect to the settlement reached between the parties, I issue to the landlord the attached order of possession effective December 31, 2018 at 1:00 PM which must be served upon the tenant, should the tenant fail to vacate the unit.

To give effect to the settlement reached between the parties, I issue to the landlord the attached monetary order requiring the tenant to pay the sum of \$1,200.00 to the landlord on or before December 31, 2018 at 1:00 PM to be served upon the tenant only if the tenant fails to pay the full amount by that time. This amount represents rent for the months of November and December 2018 as set out above.

These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties are still bound by all the rights, responsibilities, terms and conditions of the tenancy agreement, the *Act*, and the associated regulations.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this dispute.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

I grant to the landlord the attached order of possession effective December 31, 2018 at 1:00 PM which must be served upon the tenant, should the tenant fail to vacate the unit. If the tenant does not comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that court.

To give effect to the settlement reached between the parties, I issue to the landlord the attached monetary order requiring the tenant to pay the sum of \$1,200.00 to the landlord on or before December 31, 2018 at 1:00 PM to be served upon the tenant only if the tenant fails to pay the full amount by that time.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Provincial Court of British Columbia to be enforced as an order of that Court.

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: October 30, 2018

Residential Tenancy Branch