



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MT

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, to cancel a notice to end tenancy for cause and for additional time to do so.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves.

As both parties were in attendance I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that she had not served the landlord with any evidence. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Has the landlord validly issued the notice to end tenancy? Did the tenant have extraordinary circumstances that prevented her from making this application in a timely manner?

Background and Evidence

The tenancy started in June 2016. The current monthly rent is \$529.00 due on the first of each month.

On September 30, 2018, the landlord served the tenant with a notice to end tenancy for cause. The tenant made this application on October 25, 2018 which is beyond the legislated time frame of 10 days in which to dispute a notice to end tenancy for cause.

The tenant stated that the reason for the delay in disputing the notice was that she was looking for a place to move to and was having difficulty in finding one.

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 December 31, 2018.
2. The landlord agreed to extend the tenancy up to 1:00 pm on December 31, 2018. An order of possession will be issued in favor of the landlord, effective this date and time.
3. Both parties acknowledged that this agreement is final and binding and stated that they understood and agreed with the above terms of their agreement.
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.

Pursuant to the above agreement, I grant the landlord an order of possession under section 55 of the *Residential Tenancy Act* effective by 1:00 pm on December 31, 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.

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.

Conclusion

I grant the landlord an order of possession effective by **1:00 pm on December 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 04, 2018

Residential Tenancy Branch