



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, ERP, PSF, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, to cancel a notice to end tenancy for landlord's use of property and for the recovery of the filing fee. The tenant also applied for an order directing the landlord to comply with the *Act*, carry out repairs and provide services.

Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves. The landlord's agent attended to assist the landlord.

As both parties were in attendance I confirmed service of documents. The tenant stated that he had not served the landlord with a copy of his evidence as the landlord was in possession of the documents that he intended to rely on. I informed the tenant that since he had not served copies of his evidence to the landlord, his evidence would not be used in the making of this decision. The landlord stated that he did not file any evidence of his own.

Issues to be decided

Has the landlord validly issued the notice to end tenancy and does the landlord intend, in good faith, to move into the rental unit? Is the tenant entitled to the other remedies he has applied for?

Background and Evidence

The tenancy started in March 2015. On October 17, 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. 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 March 31, 2019.
2. The landlord agreed to extend the tenancy up to 1:00 pm on March 31, 2019. An order of possession will be issued in favour of the landlord, effective this date.
3. The landlord agreed to abide by section 29 of the *Residential Tenancy Act* by providing at least 24 hours' notice by email, prior to visiting the rental unit.
4. The landlord agreed to repair the furnace in the rental unit. The landlord will provide at least 24 hours' notice prior to having the furnace inspected
5. Both parties acknowledged that this agreement is final and binding and stated that they understood and agreed with the above terms of their agreement.
6. 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 effective by 1:00 pm on March 31, 2019. 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.

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

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 March 31, 2019.**

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 10, 2018

Residential Tenancy Branch