



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, MNDC, ERP, CNL, MNR, OLC, RP, PSF, LRE, RR, FF

Introduction

This hearing dealt with applications by the tenant for an order to set aside notices to end tenancy, for a monetary order, for an order directing the landlord to carry out repairs, provide a rent reduction, provide facilities and comply with the *Act*. 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. The parties represented themselves.

As both parties were in attendance I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply. In this regard I find the tenant has applied for a host of remedies. As these sections of the tenant's application are unrelated to the main section which is to cancel notices to end tenancy, I dismiss these sections of the tenant's claim with leave to reapply.

Accordingly this hearing only dealt with the tenant's applications to set aside the notices to end tenancy. The tenant made two applications for dispute resolution. One application for dispute resolution contained an application to dispute a ten-day notice to end tenancy for non-payment of rent and the other contained an application to dispute a notice to end tenancy for landlord's use of property. A host of other remedies were applied for in each application which I have severed and dismissed with leave to reapply. Accordingly this hearing only dealt with the portions of the tenant's applications to dispute the notices to end tenancy.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy started on September 01, 2018. The monthly rent is \$2,200.00 payable on the first of each month.

The reasons for the notices and the amount of unpaid rent 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 hearing, 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 on the following terms:

1. The tenant agreed to move out by 1:00 pm July 01, 2019.
2. The landlord agreed to allow the tenancy to continue until 1:00 pm July 01, 2019.
3. An order of possession will be issued to the landlord effective this date.
4. The tenant agreed to pay \$725.00 towards rent for March 2019 by e-transfer immediately. The landlord agreed to accept rent for March in this amount.
5. The landlord agreed to allow the tenant to live rent free in June 2019 which is the last month of tenancy.
6. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this portion of the dispute for both parties.
7. 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 agreement, I grant the landlord an order of possession effective by 1:00pm on July 01, 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.

The parties have reached a settled agreement, as recorded above. This agreement was reached in accordance with section 63 of the *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 July 01, 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: April 16, 2019

Residential Tenancy Branch