



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      OPC

### **Introduction**

This hearing dealt with an application by the landlord, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to a notice to end tenancy for cause. 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*.

### **Issues to be decided**

Does the landlord have reason to end the tenancy or should the notice to end tenancy be set aside and the tenancy be allowed to continue?

### **Background and Evidence**

The tenancy started in December 2018. The monthly rent is \$1,550.00 due in advance on the first day of the month.

The landlord testified that on March 18, 2019, he served the tenant in person with a formal notice to end tenancy for cause accompanied by a list of tasks the landlord was requesting the tenant to carry out. The tenant testified that on March 18, 2019 he received the list of tasks but not the formal notice to end tenancy. However, the tenant agreed that he received the formal notice to end tenancy along with the notice of hearing package, but it was too late to dispute the notice.

During this discussion 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 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.

- The tenant agreed to move out by 1:00 pm on June 01, 2019.
- The landlord agreed to extend the tenancy up to 1:00 pm on June 01, 2019. An order of possession will be issued in favour of the landlord effective this date.
- The tenant agreed to pay full rent for May 2019 on May 01, 2019.
- Both parties acknowledged that they understood and agreed with the above terms of their agreement.

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**

Pursuant to section 55, I am issuing a formal order of possession effective by 1:00 pm on June 01, 2019. The Order may be filed in the Supreme Court for enforcement.

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 23, 2019

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Residential Tenancy Branch