



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. Both parties attended the hearing and had opportunity to be heard.

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 tenant represented herself. The landlord's agent also attended the hearing.

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

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

On March 21, 2019, the landlord served the tenant with a notice to end tenancy. Neither party filed a copy of the notice into evidence. The tenant disputed the notice in a timely manner.

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 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 August 01, 2019.
- The landlord agreed to extend the tenancy up to 1:00 pm on August 01, 2019. An order of possession will be issued in favour of the landlord effective this date.
- Both parties acknowledged that they understood and agreed with the above terms of their agreement.
- 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.

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 August 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: May 06, 2019

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Residential Tenancy Branch