



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, DRI, OLC, ERP, 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 cause. The tenant also applied for an order directing the landlord to comply with the *Act* and carry out repairs. The tenant applied to dispute a rent increase.

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 landlord was represented by their agents.

As both parties were in attendance I confirmed service of documents. The tenant agreed that she had received the landlord's evidence package and admitted that she had not served the landlord with her evidentiary materials. Accordingly I informed the tenant that her evidence would not be used in the making of this decision.

I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

At the start of the hearing the parties informed me that prior to this hearing the parties had 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 June 30, 2019.
2. The landlord agreed to extend the tenancy up to 1:00 pm on June 30, 2019.
3. The landlord agreed to provide the tenant with the last month of rent-free stay. The tenant is not required to pay rent on June 01, 2019.
4. Both parties acknowledged that this agreement is final and binding and stated that they understood and agreed with the above terms of their agreement.
5. 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

The parties have reached an agreement as outlined above.

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 07, 2019

Residential Tenancy Branch