



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNQ, MNDC, OLC, PSF

### **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. The tenant also applied for compensation for loss under the *Act* and for an order directing the landlord to comply with the *Act* and provide services.

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 landlord testified that he received the hearing package from the tenant but there was no documentary evidence enclosed. Since the landlord had not been served the tenant's evidentiary materials prior to this hearing, the tenant's evidence was not used in the making of this decision. The tenant testified that he had received the landlord's evidence. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be decided**

Has the landlord validly issued the notice to end tenancy? Is the tenant entitled to compensation and the other remedies he has applied for?

### **Background and Evidence**

The tenancy started in September 2018. On April 30, 2019, the landlord served the tenant with a notice to end tenancy for landlord's use of property. The landlord failed to check mark the appropriate box on the notice which would provide a reason for the notice. The tenant made this application to dispute 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 landlord agreed to extend the tenancy up to 1:00 pm on March 31, 2020.
2. The tenant agreed to move out by 1:00 pm on March 31, 2020.
3. Both parties acknowledged that this agreement is final and binding and stated that they understood and agreed with the above terms of their agreement.
4. 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 tenancy will continue until 1:00 pm on March 31, 2020.

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: June 27, 2019

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Residential Tenancy Branch