



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LRE, OLC, PSF, RR

Introduction

This hearing was reconvened in response to an application by the Tenant for an Order cancelling a notice to end tenancy pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”). At the original hearing the additional claims of the Tenant were dealt with as set out in the Interim Decision dated May 7, 2019.

Both Parties attended this conference call hearing. At the onset, both Parties indicated their desire to reach an agreement to resolve this dispute and another dispute scheduled for a hearing on July 19, 2019 as set out under the Agreed Facts below. During the Hearing the Parties did reach a settlement agreement for both disputes. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the Parties understood the nature of this full and final settlement of both matters. The Tenant withdraws its claim to recovery of the filing fee paid for this dispute.

Agreed Facts

The tenancy under written agreement started on October 15, 2013. At the outset of the tenancy the Landlord collected \$437.50 as a security deposit. Rent of \$943.68 is currently payable on the first day of each month. On March 5, 2019 the Landlord served the Tenant in person with a one month notice to end tenancy for cause (the “Cause Notice”). The reasons stated on the Cause Notice, with details included, are as follows:

- Tenant or person permitted on the property by the Tenant has caused extraordinary damage to the unit/site or property/park; and
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

In the interim leading up to this reconvened hearing the Landlord also served the Tenant with a 2 month notice to end tenancy for landlord's use (the "Use Notice"). The stated reason for this Use Notice is that the Landlord or a close family member of the Landlord will occupy the unit. The effective date of the Use Notice is July 31, 2019. The Tenant has disputed this Use Notice and a hearing has been scheduled on this matter for July 19, 2019.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The tenancy will end on August 31, 2019 at 1:00 p.m.;**
- 2. The Tenant will move out of the unit no later than August 31, 2019 at 1:00 p.m.;**
- 3. No rent is payable for August 2019 and this will satisfy the Landlord's requirement to provide the Tenant with the equivalent of one month's rent for ending the tenancy for landlord's use as set out in the Use Notice; and**
- 4. These terms comprise the full and final settlement of all aspects of both disputes, as set out above under the Agreed Facts, for both Parties.**

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the settlement may be recorded in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled both disputes as recorded in this Decision. To give effect to this settlement I grant the Landlord an order of possession effective 1:00 p.m. on August 31, 2019.

Conclusion

This dispute and the dispute scheduled for a hearing on July 19, 2019 has been settled.

I grant an Order of Possession to the Landlord effective 1:00 p.m. on August 31, 2019. The Tenant must be served with this **Order of Possession**. 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.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: June 21, 2019

Residential Tenancy Branch