



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding STRATA PLAN VR839  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes** MT, CNR, OLC, CNE, MT, FF

### **Introduction**

This hearing dealt with applications by the tenant pursuant to the *Residential Tenancy Act*, to cancel notices to end tenancy for non-payment of rent and for end of employment. The tenant also applied for additional time to make this application, for an order directing the landlord to comply with the *Act*, and for the recovery of the filing fee. 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.

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*.

At the start of the hearing the landlord informed me that the notice to end tenancy for non-payment of rent was cancelled on September 03, 2019. Accordingly, this hearing only dealt with the tenant's application to cancel the notice to end tenancy for end of employment, for more time to make application and for an order directing the landlord to comply with the *Act*.

### **Issues to be decided**

Has the landlord validly issued the notices to end tenancy? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The background facts are generally undisputed. The parties agreed that the tenancy started on September 01, 2018. The tenant was hired as a caretaker and was provided with accommodation as part of his employment agreement.

The employment ended on August 16, 2019 and on that day, the parties met to discuss terms and process paperwork. The tenant stated that he was provided with 22 pages of documents and the notice to end tenancy for end of employment was included in the package. The tenant stated that he only discovered the notice on August 28, 2019.

Even if I accept that the tenant received the notice to end tenancy on August 28, 2019, he applied to dispute the notice on September 11, 2019, which is beyond the legislated time frame of 10 days. The effective date of the notice is October 31, 2019.

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.

1. The tenant agreed to move out by 1:00 pm on November 07, 2019.
2. The landlord agreed to extend the tenancy up to 1:00 pm on November 07, 2019. An order of possession will be issued in favour of the landlord, effective this date.
3. 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.
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.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application.

Pursuant to the above agreement, I grant the landlord an order of possession under section 55 of the *Residential Tenancy Act* effective by 1:00 pm on November 07, 2019. 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.

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.

The parties agreed to cancel a hearing scheduled to be heard on November 21, 2019 as all disputes between the parties have been resolved.

### **Conclusion**

I grant the landlord an order of possession effective by **1:00 pm on November 07, 2019**.

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: October 31, 2019

---

Residential Tenancy Branch