



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes** CNL, DRI, OLC, 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 landlord's use of property. The tenant also applied to dispute a rent increase, 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*.

### **Issues to be decided**

Has the landlord validly issued the notice to end tenancy? Did the landlord raise rent in compliance with Legislation? 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 May 15, 2017 and that the current monthly rent is \$1,700.00. The tenant did not pay a security deposit. On July 27, 2019, the landlord served the tenant with a one month notice to end tenancy for landlord's use of property.

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 tenant agreed to move out by 1:00 pm on December 31, 2019.
2. The landlord agreed to extend the tenancy up to 1:00 pm on December 31, 2019. An order of possession will be issued in favour of the landlord, effective this date.
3. The tenant's entitlement to one month of rent-free stay pursuant to a notice to end tenancy for landlord's use of property stands, regardless of when he moves out. The landlord agreed to provide the tenant with additional compensation in the form of rent-free stay for one month.
4. The tenant agreed to accept rent free stay for the months of November and December 2019, in full and final satisfaction of all claims against the landlord. The tenant agreed that he understood that apart from his entitlement to one month of rent-free stay, he would receive additional compensation from the landlord only in the form of rent-free stay for November 2019.
5. The tenant understands that he would not receive the additional compensation in monetary form, should he decide to move out prior to December 31, 2019.
6. The tenant agreed to return the rental unit to the landlord in a clean and undamaged condition.
7. 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.
8. 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 December 31, 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.

### **Conclusion**

I grant the landlord an order of possession effective by **1:00pm on December 31, 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 07, 2019

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Residential Tenancy Branch