



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, to cancel a four month notice to end tenancy for demolition, renovation, repair or conversion of the rental unit.

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?

Background and Evidence

The background facts are generally undisputed. The parties agreed that the tenancy started on December 01, 2018 and that the current monthly rent is \$1,450.00. On August 01, 2019, the landlord served the tenant with a four month notice to end tenancy for demolition, renovation, repair or conversion of the rental unit. The tenant disputed the notice in a timely manner. Shortly after, the landlord withdrew the notice to allow him time to obtain the required permits.

On August 31, 2019, the landlord served the tenant with a second four month notice to end tenancy. The tenant amended his application to dispute the second notice to end tenancy.

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 January 31, 2020.
2. The landlord agreed to extend the tenancy up to 1:00 pm on January 31, 2020. An order of possession will be issued in favour of the landlord, effective this date.
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.

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 January 31, 2020. 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 1:00 pm on January 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: October 17, 2019

Residential Tenancy Branch