



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0926500 B.C. LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNC, OPC, FF

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to Section 55. The tenant applied to cancel the notice to end tenancy, pursuant to Section 47. Both parties applied for the recovery of their 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. The tenants represented themselves. The landlord was represented by two agents.

As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that she did not serve the landlord with a copy of her evidence. Therefore the tenant's evidence was not used in the making of this decision. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began on August 20, 2019. The monthly rent is \$1,300.00 due on the first of the month. On August 30, 2019 the landlord served the tenant with a notice to end tenancy for cause. The tenant agreed that she did not pay rent for the current month of December and offered to pay \$700.00 later on the day of this hearing and the balance of \$600.00 on December 10, 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 and an order.

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to move out by 1:00p.m. on January 31, 2020.
2. The landlord agreed to allow the tenancy to continue till 1:00p.m. on January 31, 2020. An order of possession will be granted to the landlord effective this date.
3. The tenant agreed to pay rent for December 2019 in two installments of \$700.00 on December 05 and the balance of \$600.00 on December 10, 2019. The tenant also agreed to pay rent for January 2020, on January 01, 2020.
4. The landlord agreed to accept rent for December 2019 in installments as stated above.
5. The tenant stated that she understood that the tenancy would end prior to January 31, 2020, if she did not make the rent payments as per the above schedule that is agreed upon by both parties
6. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.
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.

Pursuant to the above agreement, I grant the landlord an order of possession effective by 1:00p.m. 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.

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

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 **1:00p.m. 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: December 05, 2019

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Residential Tenancy Branch