



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNE, 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 end of employment. The tenant also applied for the recovery of the filing fee. Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Legal counsel for both parties were also in attendance.

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? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The parties agreed that the tenancy started on October 01, 2017 for a monthly rent of \$1,200.00. There is no written tenancy agreement. The rental unit was occupied by two tenants. The tenant LB who attended the hearing stated that rent came off her roommate's pay check in two installments of \$600.00 each, per month. The roommate's employer was the landlord. LB stated that she also worked for the landlord occasionally.

On September 19, 2019, the landlord served the tenant with a one month notice to end tenancy for end of employment. The tenant disputed the notice in a timely manner.

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 December 31, 2019.
2. The landlord agreed to extend the tenancy up to 1:00 pm on December 31, 2019.
3. An order of possession will be granted to the landlord effective by 1:00 pm on December 31, 2019.
4. The landlord agreed to pay the tenant \$1,200.00 in full and final settlement of all claims against the tenant, pertaining to this tenancy and this dispute.
5. The tenant agreed to accept \$1,200.00 in full and final settlement of all claims against the landlord pertaining to this tenancy and this dispute.
6. A monetary order in this amount will be granted in favour of the tenant.
7. The tenant agreed to return to the landlord a computer, a charger, a printer, and a cable.
8. The tenant agreed to return to the landlord all the paper work related to employment by the landlord, that is currently in her possession.
9. 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 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.

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for \$1,200.00. This order may be filed in the Small Claims Court 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 tenant's request to recover the filing fee paid for this 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 **1:00pm on December 31, 2019.**

I grant the tenant a monetary order for **\$1,200.00.**

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 06, 2019

Residential Tenancy Branch