



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, MNDCT, DRI

Introduction

This hearing was set to deal with a tenant's application to dispute a rent increase; obtain orders for the landlord to comply with the Act, regulations or tenancy agreement; monetary compensation; and to cancel an "eviction notice".

Both parties appeared or were represented at the hearing and had the opportunity to be make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

At the outset of the hearing, I noted that the various filings by the tenant were somewhat confusing and unclear and I had not been provided a copy of an "eviction notice". The tenant identified the "eviction" as the primary issue to resolve. The landlord confirmed that he understood this proceeding was to deal with the end of the tenancy even though the tenant had not included a copy of the notice to end tenancy in the documents served upon the landlord. Accordingly, I determined the primary issue to resolve is the fate of the tenancy and pursuant to Rule 2.3 of the Rules of Procedure I severed the other remedies sought by way of the tenant's Application for Dispute Resolution and Amendments, with leave to reapply.

The tenant's advocate stated he had a copy of a 1 Month Notice to End Tenancy for Cause in front of him and that it is consistent with a notice to end tenancy in the approved form. The advocate read the content of notice aloud and I was satisfied it is a notice to end tenancy in the approved form.

I heard the tenant received the 1 Month Notice on October 8, 2019; however, I noted that the tenant filed the original application on October 29, 2019 and this is outside of the time limit for disputing a 1 Month Notice. Aside from failing to provide a copy of the 1 Month Notice, the tenant did not provide the particulars as to when and how she

received the 1 Month Notice or make a request for an extension of time to dispute it in making her Application for Dispute Resolution or the Amendments.

The parties also indicated they had another hearing scheduled for January 9, 2020 to deal with the landlord's application for an Order of Possession for cause.

The parties turned their minds to reaching an agreement to end tenancy during this hearing. The parties reached an agreement and I have recorded it by way of this decision and the Order of Possession that accompanies it.

Issue(s) to be Decided

What are the terms of the agreement?

Background and Evidence

During the hearing, the parties mutually agreed upon the following:

1. The tenancy shall end on or before April 1, 2020 and the landlord shall be provided an Order of Possession with an effective date of April 1, 2020.
2. In recognition the tenant has been a very long term tenant and has paid rent when due, the tenant is not required to pay rent to the landlord for the months of January 2020 through to the end of the tenancy.
3. The hearing scheduled for January 9, 2020 is cancelled (file number referenced on the cover page of this decision).

The tenant raised an issue with respect to an increase in her hydro bills since recreational vehicles have been added to her power source that she pays for to a third party (Fortis). The parties indicated that they understood and were in agreement that the above recorded agreement is in resolution to the end of this tenancy only and does not represent a full and final settlement agreement with respect to monetary compensation for other matters and the tenant is at liberty to seek further remedy with respect to the hydro consumption issue.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective on April 11, 2020.

Conclusion

The parties reached a mutual agreement that I have recorded by way of this decision. In recognition of the mutual agreement the landlord has provided an Order of Possession effective April 1, 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 20, 2019

Residential Tenancy Branch