



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, OPC

Introduction

This hearing dealt with applications by the tenant and the landlord pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and the tenant applied to cancel the notice to end tenancy.

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 parties represented themselves. As both parties were in attendance, I confirmed service of documents. The tenant denied having received the landlord's evidence and stated that she had not served her evidence on the landlord. Accordingly the evidence of both parties was not used in the making of this decision.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy started on October 15, 2019. The rental unit consists of a fully contained suite located in the basement of the landlord's home. The landlord lives upstairs. 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. Both parties agreed to the following terms:

1. The tenant agreed to move out by 1:00 p.m. on February 15, 2020. The landlord agreed to allow the tenancy to continue up to this date. An order of possession will be issued to the landlord effective this date.
2. The tenant agreed to pay all rent owed up to the last day of tenancy which is February 15, 2020.
3. 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.
4. Both parties stated that they understood and agreed that the above particulars comprise the full and final settlement of all aspects of this dispute.

Under the provisions of section 55, and pursuant to above agreement, I grant the landlord an order of possession effective at 1:00 pm on February 15, 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 at 1:00 pm on February 15, 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: January 20, 2020

Residential Tenancy Branch