



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *ET*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to section 56 of the *Residential Tenancy Act*, for an order to end the tenancy early and obtain an order of possession.

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 landlord confirmed receipt of the tenant's evidence and stated that she had sent her evidence package to the tenant, by email. The tenant stated that he received the email from the landlord, but it did not contain any attachments. However, during the hearing the parties came to an agreement and therefore the landlord's evidence was not used in the making of this decision/agreement.

### **Issues to be decided**

Does the landlord have cause to end the tenancy early?

### **Background and Evidence**

The tenancy started on January 15, 2016. The monthly rent is \$1,870.83 due on the 15<sup>th</sup> of each month. The landlord agreed that the tenant has paid rent up to June 15, 2020.

In April 2020 a leak was detected in the rental unit that required restoration. The landlord followed up in a timely manner and the work started. At the time of the hearing the floors were stripped of covering and there were pieces of wood strewn on the floor. The landlord stated that to complete the work, the tenant would have to move out.

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. Specifically, both parties agreed to the following:

1. The tenant agreed to move out by 1:00 pm on June 30, 2020.
2. The landlord agreed to allow the tenancy to continue until 1:00 pm on June 30, 2020. An order of possession will be issued to the landlord, effective this date.
3. The landlord agreed to allow the tenant to live rent free for the period of June 15 to June 30, 2020.
4. The tenant agreed that the landlord is not responsible or liable for any injuries or inconvenience that the tenant may suffer due to the current condition of the rental unit.
5. Both parties stated that they understood and agreed that the terms of this agreement are binding and comprise full and final settlement of all aspects of this dispute for both parties.
6. 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 and section 55(2) of the *Residential Tenancy Act*, I am issuing a formal order of possession effective by 1:00 pm on June 30, 2020. The Order may be filed in the Supreme Court for enforcement.

The parties have reached a settled agreement, as recorded above. This agreement was reached in accordance with section 63 of the *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 June 30, 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: June 05, 2020

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Residential Tenancy Branch