



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MT, DRI, OLC, MNDC

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, to cancel a notice to end tenancy for landlord's use of property and for more time to do so. The tenant also applied to dispute a rent increase, for an order directing the landlord to comply with the *Act*, and for the compensation for loss under the *Act*.

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. Both parties were accompanied by their agents.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. The landlord filed proof of service of the evidence package to the tenant. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply.

In this regard I find the tenant has applied to dispute a rent increase, for an order for the landlord to comply with the *Act* and for an order for compensation. As these sections of the tenant's application are unrelated to the main section, which is to cancel the one-month notice, I dismiss these sections of the tenants claim with leave to reapply.

Accordingly, this hearing only dealt with the tenant's application to set aside the notice to end tenancy.

Issues to be decided

Has the landlord validly issued the notice to end tenancy?

Background and Evidence

The background facts are generally undisputed. The parties agreed that the tenancy started on August 24, 2019 and that the current monthly rent is \$2,475.00. On June 30, 2020, the landlord served the tenant with a one-month notice to end tenancy for landlord's use of property.

The landlord filed documents into evidence to support his testimony that the rental unit was sold and the purchaser or a close family member intended to occupy the rental unit.

During the hearing, both 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 October 01, 2020.
2. The landlord agreed to extend the tenancy up to 1:00 pm on October 01, 2020. An order of possession will be issued in favour of the landlord, effective this date.
3. The tenant agreed to return the rental unit to the landlord in a clean and undamaged condition.
4. 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.
5. 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 October 01, 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 by **1:00 pm on October 01, 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: August 28, 2020

Residential Tenancy Branch