



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, LAT, FF

Introduction

This hearing dealt with an application by the tenant pursuant to sections 49, 70 and 72 of the *Residential Tenancy Act*. The tenant applied for an order setting aside a notice to end this tenancy for landlord's use of property, for authorization to change the locks and for the recovery of the filing fee.

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 tenant was accompanied by her agent. The landlord attended the hearing along with Legal Counsel and an agent.

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*.

Issue to be Decided

- Did the landlord serve a valid notice to end tenancy, on the tenant?
- Should the notice to end tenancy be set aside?
- Is the tenant entitled to authorization to change the locks?
- Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The background facts are generally undisputed. The parties agreed that the tenancy started in April 2019. The monthly rent is \$995.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$497.50, which the landlord is currently holding.

On July 24, 2020, the landlord served the tenant with a notice to end tenancy for landlord's use of property by way of a type written letter. The effective date of the notice was September 30, 2020. The tenant made application to dispute the letter to end tenancy. A copy of the letter was filed into evidence.

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 September 30, 2020.
2. The landlord agreed to extend the tenancy up to 1:00 pm on September 30, 2020. An order of possession will be issued in favour of the landlord, effective this date.
3. In addition to compensation pursuant to a notice to end tenancy under section 49, (last month of rent-free stay), the landlord agreed to compensate the tenant for the cost of moving and storage in the total amount of \$1,190.00.
4. The landlord agreed to pay compensation of \$1,190.00 via etransfer by 1:00pm on September 26, 2020, in full and final settlement of all claims against the tenant.
5. The tenant agreed to accept \$1,190.00 in full and final settlement of all claims against the landlord. A monetary order in the amount of \$1,190.00 will be granted in favour of the tenant.
6. 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 September 30, 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 September 30, 2020.**

I grant the tenant a monetary order in the amount of **\$1,190.00.**

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: September 25, 2020

Residential Tenancy Branch