



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNL, MNDC, OLC, RP

Introduction

This hearing dealt with an application by the tenant pursuant to sections 66, 49, 67, 62 and 32 of the *Residential Tenancy Act*. The tenant applied to cancel a notice to end tenancy for landlord's use of property and for additional time to do so. The tenant also applied for an order directing the landlord to comply with the *Act*, to carry out repairs and to compensate the tenant 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.

As both parties were in attendance, I confirmed service of documents. The tenant did not upload evidence to his electronic file and the landlord stated that he had not served his evidence on the tenant for personal reasons. Accordingly, the landlord's evidence was not used in the making of this decision.

Issues to be decided

Has the landlord validly issued the notice to end tenancy? Is the tenant entitled to the remedies he has applied for?

Background and Evidence

The background facts are generally undisputed. The parties agreed that the tenancy started prior to 2015 and that the current monthly rent is \$650.00 payable on the first of the month. On August 01, 2020, the landlord served the tenant with a two-month notice to end tenancy for landlord's use of property.

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 November 15, 2020.
2. The landlord agreed to extend the tenancy up to 1:00 pm on November 15, 2020. An order of possession will be issued in favour of the landlord, effective this date.
3. The tenant's entitlement to one month of rent-free stay pursuant to a notice to end tenancy for landlord's use of property stands. The tenant agreed that he has already received rent-free stay for the month of September 2020.
4. The tenant agreed to pay rent up to the end of tenancy. The tenant agreed to pay rent for October immediately and half a month's rent for November 2020, on November 01, 2020.
5. 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.
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 November 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 by **1:00 pm on November 15, 2020.**

The remainder of the tenant's application is dismissed.

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: October 06, 2020

Residential Tenancy Branch