



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, MNDC, PSF, LRE, OPT, AAT, LAT, RR

Introduction

This hearing dealt with an application by the tenant pursuant to sections 47, 46, 67, 65, 70, 54 and 65 of the *Residential Tenancy Act*. The tenant applied to cancel notices to end tenancy for cause and for nonpayment of rent. The tenant also applied for a host of other remedies.

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 confirmed receipt of the landlord's evidence and stated that she did not file any of her own. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

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

Background and Evidence

The parties agreed that on September 16, 2020, the landlord served the tenant with a notice to end tenancy for \$1,200.00 in unpaid rent. The tenant stated that the landlord refused to accept rent. 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 22, 2020.
2. The landlord agreed to extend the tenancy up to 1:00 pm on November 22, 2020. An order of possession will be issued to the landlord, effective this date.
3. The landlord agreed to allow the tenant access to the shed where her belongings are stored, for the period of November 16 to November 22, 2020. The landlord agreed to meet with the tenant on November 21 at 1:00pm to conduct an inspection of the rental unit.
4. 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 22, 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 22, 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: November 16, 2020

Residential Tenancy Branch