



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes** CNL, LRE, OPL, MNR, FF

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to sections 55, 67, 49, 70 and 72 of the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for unpaid rent and the filing fee. The tenant applied to cancel the notice to end tenancy and for an order setting conditions on the landlord's right to enter the rental unit.

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 represented themselves.

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*.

### **Issues to be decided**

Has the landlord validly issued the notice to end tenancy?

### **Background and Evidence**

The parties agreed that the tenancy started about 7 years ago, the current monthly rent is \$550.00, and that the landlord is holding a deposit of \$275.00. On September 18, 2020, the landlord served the tenant with a notice to end tenancy for landlord's use of property. The tenant disputed the notice in a timely manner.

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 December 30, 2020.
2. The landlord agreed to extend the tenancy up to 1:00 pm on December 30, 2020. An order of possession will be issued to the landlord, effective this date.
3. The landlord agreed to accept the security deposit of \$275.00 in lieu of rent for November 2020. The tenant will be entitled to a rent-free stay for December 2020.
4. The tenant agreed to allow the landlord to retain the security deposit in full and final settlement of all outstanding rent.
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 December 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.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application

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 December 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: December 08, 2020

---

Residential Tenancy Branch