



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes** CNL, FF

### **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. Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord was represented by his agent who is the new owner of the rental property. The tenants represented themselves.

As both parties were in attendance, I confirmed service of documents. The landlord stated that he received the tenant's evidence package and had not filed any of his own. I find that evidence was served to the landlord in accordance with sections 88 and 89 of the *Act*.

### **Issues to be decided**

Has the landlord validly issued the notice to end tenancy and does the landlord intend, in good faith, to move into the rental unit? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on January 01, 2016. On February 29, 2020, the landlord served the tenant with a notice to end tenancy for landlord's use of property. The reason for the notice was that the rental property had sold, and the new owner intended to move into the property. The tenant disputed the notice in a timely manner.

The new landlord attended the hearing.

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 landlord stated that he understood that the tenant was entitled to the last month of rent-free stay and had the ability to end the tenancy prior to October 01, 2020 by providing not less than 10 days notice to the landlord.
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.
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.

Pursuant to the above agreement, I grant the landlord an order of possession effective by 01:00 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.

Since the parties have reached an agreement, I award the tenant a portion of the filing fee. The tenant may make a one-time deduction of \$50.00 from a future rent.

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.

The tenant may make a one-time deduction of \$50.00 from a future rent.

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: May 14, 2020

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Residential Tenancy Branch