



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 for an order to set aside a notice to end tenancy for landlord's use of property. The tenant also applied for the recovery of the filing fee. Both parties attended the hearing and had opportunity to be heard. The tenant was accompanied by his agent.

The landlord agreed that part of his evidence was not sent to the tenant. Accordingly, this portion of the landlord's evidence was not used in the making of this decision.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy began on May 01, 2021. The monthly rent is \$2,350.00.

On February 26, 2023, the landlord served the tenant with a notice to end tenancy for landlord's use of property with an effective date of May 01, 2023.

The reasons for the notice were discussed at length. During the hearing the 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. Both parties agreed to the following terms:

1. The tenant agreed to move out by 1:00pm on October 01, 2023.
2. The landlord agreed to allow the tenancy to continue until 1:00pm on October 01, 2023.
3. An order of possession effective this date will be granted to the landlord.
4. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.
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.

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.

Pursuant to the above agreement, I grant the landlord an order of possession effective by 1:00pm on October 01, 2023. 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 tenant's request to recover the filing fee paid for this application.

Conclusion

Pursuant to the above agreement, the notice is upheld, and the tenancy will end on or before 1:00pm on October 01, 2023.

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: June 26, 2023

Residential Tenancy Branch