



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROLINE MANAGEMENT LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, FF

Introduction

This hearing dealt with the Applicants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated October 30, 2014 (the 1 Month Notice), pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord's agents AH and MB ("landlord"), both Applicants, and the tenant TQ's ("tenant") interpreter attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses.

The landlord AH testified that the landlord's receptionist was personally served at the landlord's office with this application for dispute resolution hearing notice on November 3, 2014. Section 89(1)(b) permits service of the tenant's application to the landlord's agent. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was served with the application on November 3, 2014.

The landlord AH testified that the landlord's receptionist was personally served at the landlord's office with the tenant's written evidence package on November 17, 2014. Section 88(b) permits service of the tenant's application to the landlord's agent. In accordance with sections 88 and 90 of the *Act*, I find that the landlord was served with the tenant's written evidence package on November 17, 2014. Although this written evidence was served late, as it is due 14 days prior to the hearing as per Rule 3.14 of the Residential Tenancy Branch (RTB) Rules of Procedure, the landlord AH confirmed that he had received the evidence and had an opportunity to review it before the hearing. Accordingly, I advised both parties that I would accept the tenant's late

evidence and consider it with her application, as I am entitled to do under Rule 3.17 of the RTB Rules of Procedure. I do not find prejudice to the landlord in doing so.

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Is the tenant entitled to an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

The landlord testified that this periodic tenancy began on December 1, 2008. Monthly rent in the amount of \$800.00 is payable on the first day of each month. A security deposit was paid on or about November 11, 2008. The tenant continues to reside in the rental unit with her husband and infant child. The tenant is the only one listed on the written tenancy agreement, although the other occupant is an applicant in this application.

At the outset of the hearing, the tenant expressed her desire to vacate the rental unit if she were given an additional month after the 1 Month Notice effective date of November 30, 2014. The landlord agreed that given the tenant's minor child and her frail husband, that he would be agreeable to a later move-out date for the tenant and other occupants to vacate the rental unit.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to 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 the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Verbal confirmation of this settlement agreement was received from the tenant herself as well as the landlord's agent, AH. The landlord and tenant agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on December 31, 2014, by which time the tenant and all other occupants of the rental unit, will have vacated the rental unit.
2. The tenant agreed to immediately stop conducting all business from her rental unit, as of November 21, 2014.

Both parties agreed that the above-noted settlement constituted a final and binding resolution of all issues currently under dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties, I issue the attached Order of Possession to be used by the landlord **only** if the tenant fails to abide by the terms of the settlement agreement above and the tenant and all other occupants of the rental unit fail to vacate the rental premises by 1:00 p.m. on December 31, 2014. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant and all other occupants of the rental unit do not vacate the rental premises by 1:00 p.m. on December 31, 2014. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 27, 2014

Residential Tenancy Branch

