



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LUXURY CONDOMINIUM RENTAL LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant on September 4, 2015 to cancel a notice to end tenancy for cause (the “Notice”) dated August 28, 2015 and to recover the filing fee.

The Director of the Company Landlord (the “Landlord”) and the Tenant appeared for the hearing and provided affirmed testimony. The Landlord explained that since making this Application she had served the Tenant with a notice to end tenancy for unpaid rent. As a result, the Landlord applied for and was successful in obtaining an Order of Possession to end the tenancy and a Monetary Order for unpaid rent through the Direct Request Process which involves a non-participatory hearing. The Landlord provided the file number for the Direct Request decision; this is detailed on the front page of this Decision. The Landlord allowed me to look at that decision on the Residential Tenancy Branch computer file system.

The Decision states that on October 13, 2015 the Landlord was issued with an Order of Possession effective two days after service on the Tenant. The Landlord was also issued with a Monetary Order for August 2015 unpaid rent in the amount of \$1,178.00.

However, the file showed that the Tenant had applied for a review of the decision dated October 13, 2015 and that this was scheduled to be examined by a different Arbitrator on or before November 10, 2015. The Tenant confirmed that he had filed his review of the decision on the Direct Request proceedings on October 30, 2015. I informed the parties that I was unable to make any findings on the Tenant’s review application as this matter was not before me.

The Tenant explained that he understood that he had paid rent late during this tenancy with respect to one of the reasons on the Notice. However, the Tenant requested the

Landlord more time to vacate the rental unit, namely on November 20, 2015. The Landlord indicated that she was agreeable to this date as it would save her from having to enforce the Order of Possession she was already in possession of through the Direct Request process. The Landlord was cautioned that there was no guarantee that could be given by me that the Tenant would vacate on this date and time, but the Tenant assured the Landlord that he would.

The parties engaged into a conversation, turned their minds to compromise, and decided to end the tenancy through mutual agreement

### Settlement Agreement

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. Both parties agreed to settlement of all of the issues in this tenancy under the following terms:

1. The parties both agreed to withdraw the Notice dated August 28, 2015.
2. The Tenant agreed to withdraw his Application to cancel the Notice which he made on September 4, 2015.
3. The parties agreed that this tenancy will now end on November 20, 2015 at 1:00 p.m.
4. However, this date is contingent on the Tenant making full rent payment for August and November 2015 rent which had been provided to the Landlord as postdated cheques but had not yet been cashed by the Landlord for fear of reinstating the tenancy.
5. If the Tenant makes these payments the tenancy will end on November 20, 2015. However, if the Tenant does not make these payments the Landlord will be able to end the tenancy using the attached Order of Possession which is effective two days after service on the Tenant.
6. The Tenant agreed to withdrew his review application made on October 30, 2015 which was still scheduled to be heard. The Tenant confirmed that no decision on the review application will be made and the file number appearing on the front page of this decision will now be closed.
7. The Landlord understood that the Order of Possession dated October 13, 2015 which the Landlord had obtained from the Direct Request process is no longer of no use and effect. The parties understood that if the Tenant makes the rental payments detailed above, the attached Order of Possession can only be used to enforce the ending of the tenancy on November 20, 2015 at 1:00 p.m. if the

Tenant fails to vacate the rental unit on this date and time. If the Tenant does not make rent payment, the Landlord may use the attached Order of Possession to enforce the ending of the tenancy two days after service of the Order of Possession on the Tenant.

8. The Landlord is at liberty to make a monetary claim against the Tenant for any issues outstanding at the end of the tenancy. The Landlord may use the Monetary Order issued to her on October 13, 2015 if this amount remains outstanding at the end of the tenancy.

The parties confirmed their understanding and agreement of resolution in this manner both during and at the conclusion of the hearing. They also confirmed that they entered into this agreement voluntarily. Copies of the two day Order of Possession are attached to the Landlord's copy of this Decision.

### Conclusion

The parties withdrew the notice to end tenancy and the Tenant withdrew this Application. The parties mutually agreed to end the tenancy on November 20, 2015 at 1:00 p.m. providing the Tenant makes full rent payment for August and November 2015. The Tenant withdrew his review application for a previous decision and order dated October 13, 2015.

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 05, 2015

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Residential Tenancy Branch

