



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated March 12, 2017 ("1 Month Notice"), pursuant to section 47.

The landlord and his agent, HS (collectively "landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that his agent, who is his wife, had authority to speak on his behalf at this hearing. This hearing lasted approximately 34 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The landlord said that he did not serve the tenant with his written evidence package. The tenant said that she did not receive any written evidence from the landlord. I received the landlord's written evidence at the Residential Tenancy Branch ("RTB"). I notified the landlord that I could not consider his written evidence at the hearing because it was not served to the tenant, as required by Rule 3.1 of the RTB *Rules of Procedure*. As this matter settled, this evidence was not considered in any event.

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties 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 May 31, 2017, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the landlord's 1 Month Notice, dated March 12, 2017, is cancelled and of no force or effect;
3. The tenant agreed to pay the landlord \$800.00 in cash by April 26, 2017 on the following terms:
 - a. The landlord agreed to accept the above payment for all outstanding rent owed by the tenant for this tenancy for the period from March 1 to April 30, 2017;
 - b. The landlord agreed to provide the tenant with a rent receipt for the above rent payment(s) once received from the tenant;
4. The tenant agreed to pay the landlord \$650.00 for May 2017 rent by May 1, 2017;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the

landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on May 31, 2017. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on May 31, 2017. 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.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$800.00, the current amount owing for rent for this tenancy. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to abide by condition #3 of the above agreement. The tenant must be served with a copy of this Order. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

As advised to the landlord during the hearing, if the tenant fails to pay the landlord \$650.00 by May 1, 2017 as per condition #4 above, the landlord can reapply to the RTB for a monetary order for the amount owing for May 2017 rent. As this is a future rent amount that is not currently due to the landlord, I cannot issue a monetary order for that amount at this hearing.

The landlord's 1 Month Notice, dated March 12, 2017, is cancelled and of no force or effect.

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: April 25, 2017

Residential Tenancy Branch