



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPC, MNR, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for an order of possession. The landlord also applied for a monetary order for unpaid rent and the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession? Does the tenant owe the landlord rent?

Background and Evidence

The tenancy started on September 02, 2016 for a fixed term of one year. The tenant testified that he underwent knee surgery and was waiting for compensation from Worksafe while he was unable to work. Due to a delay in receiving funds, the tenant failed to pay rent that was due on July 01, 2017.

On July 04, 2017, the landlord served the tenant with a ten day notice to end tenancy for non-payment of rent in the amount of \$920.00. The tenant did not dispute the notice and paid rent on July 11, 2017. At the time of the hearing, the tenant did not owe rent.

The rental arrangements were discussed at length. 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. Specifically, both parties agreed to the following:

- The landlord agreed to set aside the notice to end tenancy and allowed the tenancy to continue.
- The tenant agreed to pay rent in a timely manner, on the first day of every month.
- The tenant stated that he understood that if rent was not paid on the day that it was due, another notice to end tenancy will be served on the tenant.
- The tenant agreed to pay an additional \$100.00 along with rent that is due on September 01, 2017, to cover the filing fee paid by the landlord.
- 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.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as per the terms of the tenancy agreement.

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: August 11, 2017

Residential Tenancy Branch