



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, MT, DRI

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for repeated late payment of rent and for additional time to do so. The tenant also applied to dispute a rent increase. Both parties attended the hearing and had opportunity to be heard.

Both parties gave affirmed testimony.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Did the tenant have exceptional circumstances that prevented him from making an application to dispute the notice to end tenancy in a timely manner? Did the landlord levy a rent increase that was not in compliance with legislation?

Background and Evidence

The tenancy began about two years ago. The monthly rent is \$1,100.00 due on the first of each month and does not include utilities. On January 16, 2018, the landlord served the tenant with a notice to end tenancy for cause with an effective date of February 14, 2018. The tenant filed this application on February 02, 2018. The reason for the notice was that the tenant was repeatedly late paying rent. 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 under the following terms.

- The tenant agreed to move out by 1:00 pm on April 20, 2018.
- The landlord agreed to extend the tenancy up to 1:00 pm on April 20, 2018. An order of possession will be issued in favour of the landlord effective this date.
- Both parties acknowledged that they understood and agreed with the above terms of their agreement.

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.

Conclusion

Pursuant to section 55, I am issuing a formal order of possession effective by 1:00 pm on April 20, 2018. The Order may be filed in the Supreme Court for enforcement.

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 12, 2018

Residential Tenancy Branch