



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

On February 16, 2018, the Tenants applied for a dispute resolution proceeding seeking to cancel the Landlord's One Month Notice to End Tenancy for Cause pursuant to section 47 of the Act.

At the start of the hearing, I confirmed that the Landlord attended the hearing and that M.S. attended the hearing and advised that he was the translator for the Landlord. The Tenants attended the hearing on their own behalf. All in attendance provided a solemn affirmation.

I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Are the Tenants entitled to have the Landlord's One Month Notice to End Tenancy for Cause dismissed?

Background and Evidence

During the hearing, the Landlord informed me that he was amenable to allowing the Tenants to stay until May 31, 2018 as long as the arrears of \$80.00 for April rent and the rent for May was paid in full. The Tenants acknowledged that \$80.00 for April rent was outstanding and understood that the Landlord could have an Order of Possession that was enforceable sooner than May 31, 2018 if they did not agree to these payment

terms. L.M. stated that he would pay the \$80.00 after the hearing ended, that he would pay the Landlord \$600.00 towards May's rent, but that he could not pay the balance of May's rent until May 4, 2018. The Landlord was agreeable to this arrangement, the following conditions were decided upon by both parties, and these must be satisfied for the Order of Possession to be enforceable on May 31, 2018 at 1:00 PM:

- 1) The Tenants must pay the \$80.00 owed by April 30, 2018;
- 2) The Tenants must pay \$600.00 towards May rent no later than May 1, 2018;
- 3) The Tenants must pay \$1,000.00 to satisfy the balance of May's rent on May 4, 2018; and
- 4) The Tenants and Landlord agreed that the Tenants would meet the Landlord at his business address, as noted on the first page of this decision, between the hours of 6 – 7 PM on May 4, 2018 in order to satisfy condition number 3.

If any of the aforementioned conditions are not satisfactorily complied with, the Landlord is granted an Order of Possession effective **two days after service of this Order** on the Tenants.

In addition, as the Tenants were not successful in this application, I find that the Tenants are not entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

In support of the settlement described above and with agreement of both parties I grant the Landlords an Order of Possession effective **two days after service on the Tenants**. This Order must be served on the Tenants. If the Tenants fail to comply with this Order the Landlord may file the Order with the Supreme Court of British Columbia and be enforced as an Order of that Court.

This Order is enforceable only if the Tenants fail to comply with the payment requirements set forth in conditions 1, 2, and 3 of the settlement above, or on May 31, 2018 if the Tenants fail to vacate the property.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a Monetary Order in the amount of **\$1,680.00**. The Landlord **must not** serve or seek to enforce this Order on the Tenants, unless the Tenants fail to meet any or all of the conditions of the payment schedule set out in the settlement agreement. The Landlord is provided with this Monetary Order in the above terms and should the Tenants fail to meet the conditions of the payment schedule, the Order must

be served on the Tenants by the Landlord. Should the Tenants 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.

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: May 3, 2018

Residential Tenancy Branch