



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, MNR, MNDC, OLC, ERP, RP, LRE, LAT, RR, FF

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, for a monetary order for compensation and several other remedies.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves. The tenant's spouse attended and assisted the tenant. As both parties were in attendance I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to compensation and the other remedies he has applied for?

Background and Evidence

The tenancy began in September 2016. The monthly rent is \$1,750.00 due on the first of each month. On May 24, 2018, the landlord served the tenant with a notice to end tenancy for cause, with an effective date of July 25, 2018. The tenant disputed the notice in a timely manner. The reasons for the notice were discussed at length. 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 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 September 30, 2018.
- The landlord agreed to extend the tenancy up to 1:00 pm on September 30, 2018. An order of possession will be issued to the landlord effective this date.
- The tenant agreed to pay rent for August and September 2018 by postdated cheques.
- The tenant agreed to withdraw all other claims against the landlord.
- Both parties acknowledged that they understood that this agreement is binding and constitutes full and final settlement of all claims against each other with regard to this dispute rental unit address.

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 11:00 pm on September 30, 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: July 25, 2018

Residential Tenancy Branch