



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BOLLD REAL ESTATE MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, to cancel a notice to end tenancy for cause.

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. The landlord was represented by their agents.

As both parties were in attendance I confirmed service of documents. The landlord testified that he received the hearing package from the tenant but there was no documentary evidence enclosed. The tenant stated that he intended to rely on evidence served to the landlord on a different matter that has already been heard.

Since the landlord had not been served the tenant's evidentiary materials prior to this hearing, he would have no way of knowing that the tenant intended to use this material for this dispute. Accordingly the tenant's evidence was not used in the making of this decision.

The tenant testified that he had received the landlord's evidence. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Has the landlord validly issued the notice to end tenancy?

Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started in July 2017. The current monthly rent is \$2,860.00 due on the first of each month.

On August 27, 2018, the landlord served the tenant with a notice to end tenancy for cause in person when he visited the landlord's office to drop off evidence for another hearing. The tenant made this application on September 09, 2018 which is beyond the legislated time frame of 10 days in which to dispute a notice to end tenancy for cause. 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 under the following terms.

1. The tenant agreed to move out by 1:00 pm on November 30, 2018.
2. The landlord agreed to extend the tenancy up to 1:00 pm on November 30, 2018. An order of possession will be issued in favour of the landlord, effective this date.
3. The tenant agreed to pay rent for October and November 2018. A monetary order in the amount of \$2,860.00 will be granted to the landlord for October's rent. The tenant agreed to pay rent for November on November 01, 2018.
4. Both parties acknowledged that this agreement is final and binding and stated that they understood and agreed with the above terms of their agreement.
5. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

Pursuant to the above agreement, I grant the landlord an order of possession under section 55 of the *Residential Tenancy Act* effective by 1:00 pm on November 30, 2018. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to the above agreement I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for **\$2,860.00** which represents rent for October 2018. This order may be filed in the Small Claims Court and enforced as an order of that Court. The tenant is required to have proof of having paid rent for October.

The tenant is also cautioned that rent that is due on November 01, 2018 must be paid on that date. If the tenant does not comply the landlord is at liberty to serve the tenant with a ten day notice to end tenancy for non-payment of rent.

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.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

Conclusion

I grant the landlord an order of possession effective by **1:00pm on November 30, 2018**.

I grant the landlord a monetary order in the amount of **\$2,860.00** which represents rent for the month of October 2018.

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: October 25, 2018

Residential Tenancy Branch