



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Westgate Capital Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, PSF, FFT

Introduction

This is an Application for Dispute Resolution (the “Application”) brought by the Tenant requesting a cancellation of a Notice to End Tenancy for Unpaid Rent. The Tenant also requests an order for payment of the filing fee and an order requiring the Landlord to provide services or facilities as required or agreed upon. The Tenant agreed to amend her Application to remove her youngest son’s name, who is not named on the tenancy agreement as a Tenant; this decision reflects that amendment.

The Landlord’s agent and the Tenant, CF, appeared for the scheduled hearing. Neither party raised a concern about the service of the Notice of Hearing or evidence that was submitted by the parties.

The hearing process was explained and parties were given an opportunity to ask any questions about the process. The parties were given a full opportunity to present affirmed evidence, make submissions, call witnesses and to cross-examine the other party on the relevant evidence provided in this hearing.

Although all evidence was taken into consideration at the hearing, only that which was relevant to the issues is considered and discussed in this decision.

Issues to be Decided

Is the Tenant entitled to a cancellation of the 10-Day Notice to End Tenancy for Unpaid Rent, pursuant to section 46 of the Residential Tenancy Act (“Act”)?

If not, is the Landlord entitled to an Order of Possession pursuant to section 55 of the Act?

Is the Tenant entitled to an order requiring the Landlord to provide services or facilities pursuant to sections 62 and 65 of the Act?

Is the Tenant entitled to payment of her filing fee, pursuant to section 72 of the Act?

Analysis and Conclusion:

I informed the parties that Section 63 of the Act allows an Arbitrator to assist the parties to 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.

As a result, the parties engaged into a discussion between them, turned their minds to compromise and were able to reach a settlement agreement to mutually end the tenancy.

Settlement Agreement

Both parties voluntarily agreed to settle the Tenant's Application in full and final satisfaction under the following terms and conditions:

1. Both parties agreed that the Tenant shall pay ongoing rent on the first of each month at a rate of \$982.00, which is next due October 1, 2018;
2. Both parties agreed that the Tenant shall pay rent arrears in the sum of \$484.00 on or before noon on November 30, 2018;
3. Both parties agree that if the ongoing rent and rent arrears payments are made as indicated above, the Notice to End Tenancy dated August 14, 2018 will be cancelled and of no force or effect;
4. The Landlord is issued an Order of Possession dated 1:00 p.m. on November 30, 2018 to be used only in the event that the Tenant fails to comply with the terms of this settlement agreement.
5. This agreement is in full and final satisfaction of the Application brought by the Tenant but does not preclude the Tenant from requesting or applying for monetary compensation for loss of services during the tenancy.

The parties confirmed during the hearing and at the end of the hearing that they had entered into this Agreement voluntarily, understood the full nature of this Agreement and its meaning, and agreed to the above terms and conditions. The parties understood that this Agreement is final and binding.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession and a monetary order to be used by the Landlord **only** if the Tenant fails to comply with all terms of this agreement.

The Tenant must be served with this Order of Possession in the event that the Tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on November 30, 2018. Should the tenant fail to comply with this Order, this Order of Possession may be filed and enforced as an Order of the Supreme Court of British Columbia.

This monetary order must be served on the Tenant and may then be filed in the Small Claims Division of the Provincial Court and enforced as an order of that court if the Landlord fails to make payment by noon on November 30, 2018 for the arrears. Copies of this order are attached to the Landlord's copy of this Decision.

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: September 28, 2018

Residential Tenancy Branch