



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASSOCIATED PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNDCL-S, MNRL-S, FFL

Introduction

On January 10, 2019, the Landlord applied for a Dispute Resolution proceeding seeking an Order of Possession based on a One Month Notice to End Tenancy for Cause (the "Notice") pursuant to Section 47 of the *Residential Tenancy Act* (the "*Act*"), seeking monetary compensation pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

D.A. attended the hearing as an agent for the Landlord and the Tenant attended the hearing as well. All in attendance provided a solemn affirmation.

The Landlord advised that he served the Tenant with the Notice of Hearing package and some evidence by registered mail on January 12, 2019 and the Tenant confirmed that he received this package. Based on this undisputed testimony, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant has been served with the Notice of Hearing package and evidence.

The Landlord stated that he served additional evidence to the Tenant by regular mail on January 12, 2019 and the Tenant confirmed that he received this evidence. As service of this evidence complies with the time frame requirements of Rule 3.14 of the Rules of Procedure, I have accepted all of the Landlord's evidence and will consider it when rendering this decision.

The Tenant stated that he did not submit any evidence to this file for consideration.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. 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

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to monetary compensation?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

All parties agreed that the tenancy started on December 15, 2017 and that rent is currently \$3,000.00 per month, due on the first day of each month. A security deposit of \$1,500.00 was also paid.

All parties agreed that the Notice was served to the Tenant by hand on December 1, 2018. The reason the Landlord served the Notice is because the “Tenant is repeatedly late paying rent.” The Landlord wrote in the effective vacancy date of the Notice as December 31, 2018. The Tenant advised that he did not dispute the Notice.

Settlement Agreement

The possibility of a settlement was raised, pursuant to Section 63(1) of the Act, which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The Landlord agreed to withdraw the One Month Notice to End Tenancy for Cause.
2. The Landlord will accept the Tenant's electronic transfers of \$3,000.00 for November 2018 rent, \$3,000.00 for December 2018 rent, \$3,000.00 for January 2019 rent, and \$1,000.00 towards February 2019 rent, for use and occupancy only.
3. The Tenant must pay the balance of \$2,000.00 for February 2019 rent and \$3,000.00 for March 2019 rent in full, totalling **\$5,000.00**, on March 1, 2019.
4. The Tenant and Landlord agreed that the Tenant will have possession of the rental unit, but must vacate the rental unit by **March 31, 2019 at 1:00 PM**.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

If condition three is not satisfactorily complied with, the Landlord is granted an Order of Possession that is effective **2 days after service of this Order** on the Tenant. In addition, the Landlord is granted a Monetary Order in the amount of **\$5,000.00**. This Order is enforceable only if the Tenant fails to comply with the payment requirements set forth in condition three of the settlement above.

If condition three is satisfactorily complied with, if condition four is not satisfactorily complied with, the Landlord is granted an Order of Possession that is effective at **1:00 PM on March 31, 2019 after service of this Order** on the Tenant.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

I have recorded the terms of settlement in this decision and in recognition of the settlement agreement, based on the above, I hereby order that the One Month Notice to End Tenancy for Cause of December 1, 2018 to be cancelled and of no force or effect.

In addition, in support of the settlement described above and with agreement of both parties, I grant the Landlord a conditional Order of Possession, to serve and enforce upon the Tenant if necessary, effective at **1:00 PM on March 31, 2019 after service of this Order**. Should the Tenant be in breach of condition three of this decision, the Order of Possession will become effective **2 days after service of this Order** on the Tenant.

This Order must be served on the Tenant. If the Tenant fails 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.

As well, in recognition of the settlement agreement, I provide the Landlord with a conditional Monetary Order in the amount of **\$5,000.00** to serve and enforce upon the Tenant, if necessary. The Order must be served on the Tenant by the Landlord. Should the Tenant 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: February 21, 2019

Residential Tenancy Branch