



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LADHAENTERPRISES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and for a monetary order for unpaid rent and the filing fee.

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 tenant represented himself. The landlord was represented by their agent.

As both parties were in attendance I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that he had not filed any evidence of his own. I find that the tenant was 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?

Background and Evidence

The tenancy started in December 2014. The monthly rent is \$750.00 payable on the first of each month.

The tenant agreed that he was served with a notice to end tenancy for non-payment of rent and that he did not dispute the notice or pay rent within five days of receipt of the notice to end tenancy. The tenant also agreed that as of the date of this hearing he owed \$2,200.00 in unpaid rent for the months of February, March and April 2019.

The reasons for the notice and the amount owed 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 hearing, 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. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue on the following terms:

1. The parties agreed that payments towards unpaid rent would be made by the tenant to the landlord, as per the following schedule:

April 30, 2019	\$1,000.00
May 10, 2019	\$500.00
May 31, 2019	\$1,450.00
June 14, 2019	\$750.00

2. The landlord agreed to accept outstanding rent as per the dates/amounts mentioned in the above schedule.
3. The tenant agreed that he understood that the landlord will serve him with another notice to end tenancy if he is non-compliant with the terms of this agreement.
4. 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 landlord – tenant relationship.
5. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

The tenant would be wise to ensure that the payment amounts as decided upon during the hearing and recorded in the terms of this agreement are fully paid on the dates that they are due.

I find it timely to put the tenant on notice that, if he does not comply with the terms of this agreement and another notice to end tenancy is issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator for consideration.

The parties have reached a settled agreement, as recorded above. This agreement was reached in accordance with section 63 of the *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. The notice to end tenancy is set aside and the tenancy will continue.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as per the terms of the above agreement.

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: April 29, 2019

Residential Tenancy Branch