



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, MNDC, ERP

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for non-payment of rent, for a monetary order for the return of rent paid and for an order directing the landlord to carry out repairs. 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 parties represented themselves.

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*.

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply. In this regard I find the tenant has applied for an order for the landlord to make repairs and for a monetary order. As these sections of the tenant's application are unrelated to the main section which is to cancel the ten-day notice to end tenancy, I dismiss these sections of the tenant's claim with leave to reapply.

Accordingly this hearing only dealt with the tenant's application to set aside the notice to end tenancy.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy started in 2015. The total rent at the start of tenancy was \$1,300. The parties had an agreement regarding the payment of utilities. The landlord contributed towards the cost of hydro. In January 2018, the landlord raised rent according to the legislated amount but raised the cost of hydro according to the tenant's usage. This brought the total payable to \$1,522.00 effective January 2018. In January 2019, the landlord requested an annual rent increase which increased the monthly payment to \$1,560.00.

The tenant fell behind on rent in February 2019 at which time her wallet was stolen. The tenant paid rent for February but as of March 02, 2019, she had not paid rent for March 2019. On that day the landlord served the tenant with a ten-day notice to end tenancy for non-payment of rent. The tenant made application to dispute the notice in a timely manner.

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 until August 01, 2019. The parties also decided on a schedule of rent payments.

The tenant agreed to pay to the landlord

- \$3,000.00 by April 30, 2019.
- \$1,522.00 by May 05, 2019
- \$1,522 on June 01, 2019
- \$1,522.00 on July 01, 2019.

The parties reached an agreement to settle their dispute on the following terms:

1. The tenant agreed to pay all rent due to the landlord on the dates mentioned in the schedule above
2. The tenant agreed to move out by 1:00pm on August 01, 2019. An order of possession will be granted to the landlord effective this date.
3. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute.
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 end to this landlord – tenant relationship.

The tenant would be wise to ensure that the amounts as mentioned in the schedule are fully paid on the dates they are due as per the schedule of payments. I find it timely to put the tenant on notice that, if she 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 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.

Conclusion

I grant the landlord an order of possession effective by 1:00pm on August 01, 2019

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 16, 2019

Residential Tenancy Branch