



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MORE THAN A ROOF and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNR, DRI, OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated March 19, 2019 ("10 Day Notice"), pursuant to section 66; and
- cancellation of the landlord's 10 Day Notice, pursuant to section 46;
- an order regarding a disputed additional rent increase, pursuant to section 43;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62.

The landlord's two agents, landlord JC ("landlord") and "landlord EC," and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that he was the associate operations manager and that landlord EC was the associate operations manager administrator for the landlord company named in this application and that both had permission to speak on its behalf at this hearing. This hearing lasted approximately 31 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The landlord said that he served the tenant with his written evidence package on April 24, 2019. The tenant said that he received the evidence approximately four days before the hearing. I notified the landlord that I could not consider his written evidence because it was received late by the tenant, less than 7 days before this hearing date,

which is contrary to Rule 3.15 of the Residential Tenancy Branch *Rules of Procedure*. However, I was not required to consider the landlord's written evidence because both parties settled this application.

Settlement Terms

Pursuant to section 63 of the *Act*, the Arbitrator may 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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on May 7, 2019, by which time the tenant and any other occupants will have vacated the rental unit;
2. The tenant agreed to pay the landlord \$960.00 by July 31, 2019, which the landlord agreed to accept towards all outstanding rent for this tenancy until May 7, 2019;
3. The landlord agreed that his 10 Day Notice, dated March 19, 2019, was cancelled and of no force or effect;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

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 to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on May 7, 2019. The tenant must be served with this Order in the event that the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on

May 7, 2019. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties and advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$960.00. I deliver this Order to the landlord in support of the above agreement for use only in the event that the tenant does not abide by the above monetary agreement. The tenant must be served with a copy of this Order as soon as possible. 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.

The landlord's 10 Day Notice, dated March 19, 2019, is cancelled and of no force or effect.

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: May 1, 2019

Residential Tenancy Branch