



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NAROD PROPERTIES CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

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

- an order of possession for cause, pursuant to section 55.

The landlord's two agents, landlord JN ("landlord") and landlord BS ("owner"), 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 property manager and that the owner was the owner of the rental unit. The owner confirmed that the landlord had permission to speak on his behalf. The landlord confirmed that he was the owner of the landlord company named in this application and that he had permission to speak on its behalf at this hearing. This hearing lasted approximately 31 minutes.

The hearing began at 9:30 a.m. The tenant exited the call accidentally at 9:34 a.m. and returned at 9:36 a.m. I notified the tenant about what occurred in his absence. The hearing ended at 10:01 a.m.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 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 3:00 p.m. on June 30, 2019, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that the landlord's 1 Month Notice, dated January 10, 2019, was cancelled and of no force or effect;
3. The tenant agreed to provide access and clear the pathways for the landlord's contractor to fix the windows in the rental unit and both parties agreed to abide by section 29 of the *Act*;
4. The tenant agreed to call the government to get his rent payments reinstated to the landlord;
5. The tenant agreed to pay rent of \$625.00 to the landlord by May 16, 2019, which the landlord agreed to accept towards all outstanding rent for May 2019;
6. The tenant agreed to pay rent of \$625.00 to the landlord by June 1, 2019, which the landlord agreed to accept towards all outstanding rent for June 2019;
7. The tenant agreed that he will be the only occupant in the rental unit for the remainder of this tenancy;
8. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's 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

The landlord's 1 Month Notice, dated January 10, 2019, is cancelled and of no force or effect.

I order both parties to abide by section 29 of the *Act* and for the tenant to provide access and clear the pathways for the landlord's contractor to fix the windows in the rental unit.

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 3:00 p.m. on June 30, 2019. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 3:00 p.m. on June 30 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 \$625.00 for May 2019 rent, the current rent amount owing for this tenancy. 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 condition #5 of 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.

I notified the landlord that he could apply for a monetary order for June 2019 rent if it is unpaid after June 1, 2019, as I could not issue a monetary order for June 2019 rent, since it was not yet due at the time of this hearing.

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 02, 2019

Residential Tenancy Branch