



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WERNER PROPERTIES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNC

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause.

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 attended along with her legal counsel and her mother. The landlord was represented by their agent.

As both parties were in attendance I confirmed service of documents. The parties testified that no evidence was served because they had had a discussion prior to the hearing and were in the process of settling their dispute without a hearing.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy started in 2016. The tenant's current rent is \$1,100.00 payable on the first of each month.

The landlord stated that the tenant was repeatedly late paying rent and had also taken in a room mate (SK) without the permission of the landlord. On March 28, 2019, the landlord served the tenant with a notice to end tenancy for cause. The tenant disputed the notice in a timely manner.

The reasons for the notice 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 tenant agreed to pay rent on or before the first of each month.
2. The tenant agreed not to take a roommate without the written authorization of the landlord.
3. The tenant agreed to have the current roommate SK move out no later than May 10, 2019.
4. The tenant stated that she understood that in the event SK did not move his belongings including his vehicle out of the rental property by May 10, 2019, the tenancy would end.
5. An order of possession will be granted to the landlord effective two days after she served it on the tenant.
6. The landlord agreed not to serve or enforce the order of possession prior to May 11, 2019 and to serve it to the tenant only if SK was still living in the rental unit or had his belongings/vehicle on the rental property on May 11, 2019.
7. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute.
8. 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.

The tenant would be wise to ensure that she paid rent on or before the first of each month and refrain from keeping roommates without the written authorization of the landlord. 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 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: May 06, 2019

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Residential Tenancy Branch