



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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. As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that she had not filed any evidence of her 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 background facts are generally undisputed. The tenancy started in June 2008. The monthly rent is \$400.00 payable on the first of each month. The tenant agreed that she owed rent in the amount of \$5,540.00 and was served with multiple 10 notices to end tenancy for non-payment of rent. The tenant was also served with a notice to end tenancy for cause based on repeatedly paying rent late. The latest notice is dated July 02, 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 tenant agreed to catch up on all outstanding rent plus \$100.00 for the filing fee in the total amount of \$5,600.00, by December 15, 2019. The tenant also agreed to pay monthly rent on the due date of the first of each month.
2. The landlord agreed to allow the tenancy to continue on condition that rent was paid on the first of each month and that the tenant paid her outstanding debt in the amount of \$5,640.00 by December 15, 2019.
3. A monetary order in the amount of \$5,640.00 will be granted to the landlord.
4. The tenant understood that the tenancy would end if she did not comply with the terms of this agreement.
5. An order of possession effective two days after service on the tenant will be granted to the landlord.
6. The landlord agreed to serve or enforce the order of possession only in the event that the tenant is non-compliant with the above terms of this agreement.
7. 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.
8. 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 she does not comply with the terms of this agreement, the landlord would serve her with an order of possession and accordingly the tenancy would end.

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 *Manufactured Home Park Tenancy Act*.

Dated: October 04, 2019

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Residential Tenancy Branch