



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding H&K WONG ENTERPRISES and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, RP

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, to cancel a notice to end tenancy for cause and for an order directing the landlord to comply with the *Act* and 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 tenant represented himself and the landlord was represented by their agent and legal counsel.

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*.

Issues to be decided

Has the landlord validly issued the notice to end tenancy? Is the tenant entitled to an order directing the landlord to comply with the *Act* and carry out repairs?

Background and Evidence

The tenant testified that the tenancy started in July 2013. Both parties had misplaced their tenancy agreements. The parties agreed that the rent is \$1,120.00 due on the first of each month.

On September 27, 2019, the landlord served the tenant with a one month notice to end tenancy for cause. One of the reasons for the notice is that the tenant is repeatedly late paying rent. The tenant filed an application to dispute the notice to end tenancy in a timely manner. The landlord filed proof of having received rent late 10 times since March 2018.

During the hearing, both 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 dispute resolution proceedings, 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 under the following terms.

1. The tenant agreed to move out by 1:00 pm on December 31, 2019.
2. The landlord agreed to extend the tenancy up to 1:00 pm on December 31, 2019, if on condition that the tenant paid rent for December 2019 on December 01, 2019.
3. The tenant agreed to meet the landlord in the lobby of the apartment building at 4:00pm on December 01, 2019 to pay rent for December 2019, in the amount of \$1,120.00.
4. The landlord will be issued an order of possession effective two days after service on the tenant. The landlord agreed not to serve the tenant with this notice and allow the tenancy to continue to December 31, 2019, on condition that the tenant paid rent as promised on December 01, 2019.
5. Both parties acknowledged that this agreement is final and binding and stated that they understood and agreed with the above terms of their agreement.

Pursuant to the above agreement, I grant the landlord an order of possession under section 55 of the *Residential Tenancy Act* effective two days after service on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy 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.

Since the tenancy is ending the tenant's application for an order directing the landlord to comply with the *Act* and carry out repairs is moot and accordingly dismissed.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant.

The remainder of the tenant's application is dismissed.

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: November 05, 2019

Residential Tenancy Branch