



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NORTHERN CONCEPTS DEVELOPMENTS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, LRE, FFT

Introduction

On March 16, 2020, the Tenant made an Application for Dispute Resolution seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to Section 46 of the *Residential Tenancy Act* (the “Act”), seeking to set conditions on the Landlord’s right to enter pursuant to Section 70 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing. G.W. and B.W. attended the hearing as agents for the Landlord. As well, G.I.W. and S.W. attended the hearing as having controlling interests as the Landlords. All in attendance provided a solemn affirmation.

The Tenant advised that he served the Landlord a Notice of Hearing and evidence package by registered mail on March 27, 2020 and G.W. confirmed receiving this package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was served the Notice of Hearing and evidence package.

G.W. advised that the Tenant was served the Landlord’s evidence by email on or around April 10, 2020. The Tenant confirmed that he received this package on or around April 14, 2020, that he had read it, and that he was prepared to respond to it. Based on this undisputed testimony, I am satisfied that the Landlord’s evidence will be accepted and considered when rendering this Decision.

As per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other, and I have the discretion to sever and dismiss unrelated claims. During the hearing, I advised the parties that this hearing would address matters related

to the Notice only, and that the other claim was dismissed with leave to reapply. The Tenant is at liberty to apply for any other claims under a new and separate Application. All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to have the Notice cancelled?
- If the Tenant is unsuccessful in cancelling the Notice, is the Landlord entitled to an Order of Possession?
- Is the Tenant entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The parties spent a considerable amount of the two hour and 24-minute hearing making submissions with respect to whether or not a tenancy was established. However, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the conditional Monetary Order that accompanies it.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Tenant will maintain possession of the rental unit until **June 1, 2020 at 1:00 PM**. The Landlord is granted an Order of Possession for this date.
2. The Tenant must pay to Landlord the sum of **\$1,000.00** on May 1, 2020 for May 2020 rent.
3. The Tenant must have access to the garage to retrieve his property stored within.
4. Should the Tenant not give up vacant possession of the rental unit after June 1, 2020 at 1:00 PM, the Tenant will pay to the Landlord the sum of **\$6,000.00**.
5. This payment does not entitle the Tenant to occupy the rental unit past June 1, 2020.
6. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these disputes.

If condition one is breached, the Landlord is provided with a conditional Order of Possession for effective **June 1, 2020 at 1:00 PM** after service of this Order on the Tenant.

If condition two is breached, the Landlord is provided with a conditional Monetary Order in the amount of **\$1,000.00**.

If condition four is breached, the Landlord is provided with a conditional Monetary Order in the amount of **\$6,000.00**.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the

settlement agreement, I hereby Order that the 10 Day Notice to End Tenancy for Unpaid Rent of March 15, 2020 to be cancelled and of no force or effect.

The Landlord is provided with a formal copy of an Order of Possession effective at **1:00 PM on June 1, 2020 after service of this Order** on the Tenant. Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In addition, I provide the Landlord with a conditional Monetary Order in the amount of **\$1,000.00** to serve and enforce upon the Tenant, if necessary. The Order must be served on the Tenant by the Landlord. 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.

Finally, I provide the Landlord with a conditional Monetary Order in the amount of **\$6,000.00** to serve and enforce upon the Tenant, if necessary. The Order must be served on the Tenant by the Landlord. 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.

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: April 27, 2020

Residential Tenancy Branch