



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on March 19, 2020 (the “Application”). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated March 09, 2020 (the “One Month Notice”) and a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated March 09, 2020 (the “10 Day Notice”).

A hearing of this matter took place May 15, 2020 and a decision was issued May 29, 2020. The Arbitrator cancelled the One Month Notice. The Arbitrator upheld the 10 Day Notice and issued an Order of Possession based on the 10 Day Notice. The Order of Possession was issued May 29, 2020, with the decision.

The Tenant sought a review of the original decision. The Arbitrator ordered a new hearing of the Application and suspended the original decision and Order of Possession issued May 29, 2020 until the review hearing was completed. The review decision was issued June 05, 2020.

The matter came before me for a review hearing. The Tenant appeared at the hearing. The Landlord appeared at the hearing with J.Y. to assist.

The Tenant stated at the outset that the hearing had been cancelled. The hearing had not been cancelled and I advised the parties of this. The Tenant then explained that the parties had come to an agreement about this matter. J.Y. and the Landlord agreed the parties had come to an agreement about this matter.

Given this, I asked the parties what they wanted to do with the Application and if they wanted the agreement set out in my written decision. I explained that dealing with the matter by way of a settlement agreement was a voluntary process. Both parties wanted

to deal with the matter by way of a settlement agreement. Therefore, I proceeded with preliminary matters and then went over the agreement with the parties pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing packages and evidence. J.Y. confirmed the Landlord received the hearing package for the Application, notice of the review hearing and the Tenant’s evidence. The Tenant confirmed receipt of the Landlord’s evidence.

There was no issue that there is a tenancy agreement between the parties. The parties agreed the tenancy started April 01, 2018. The parties agreed they signed a written tenancy agreement February 23, 2019. This written agreement was in evidence and the parties agreed it is accurate.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure. I explained to the parties that I would write out the agreement in my written decision and it would become a final and legally binding agreement and the parties could not change their mind about it later.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The previous decision and Order of Possession issued May 29, 2020 are set aside. The tenancy will continue under the conditions noted below.
2. The Tenant has paid rent owing in the amount of \$4,416.00 in full. No rent is outstanding as of the date of this hearing.
3. The Tenant agrees to pay rent on time moving forward and agrees not to pay rent late again. If the Tenant does pay rent late again, the Tenant will vacate the rental unit.

4. The Landlord agrees to give the Tenant seven (7) extra days to pay rent if needed provided the Tenant gives the Landlord notice of this by the first day of the month with a reason as to why the Tenant needs the extra days. If rent is not paid the Tenant agrees to vacate the rental unit the following month.
5. The Tenant will not leave garbage outside or around the rental unit.
6. The Tenant will not have more than two (2) people living in the rental unit at a time.
7. The Tenant will not have any other persons living in the rental unit without the consent of the Landlord.
8. There will be no more police activity at the rental unit and, if there is, the Tenant agrees to vacate the rental unit the following month.
9. The One Month Notice is cancelled.
10. The 10 Day Notice is cancelled.
11. The Landlord agrees to cancel File Number 1 set for a hearing in September.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: June 29, 2020

Residential Tenancy Branch