



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding A F Property Management and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, RP, FF

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, for an order directing the landlord to carry out repairs and for the recovery of 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. The tenant represented himself. The corporate landlord was represented by their agent.

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? Does the landlord carry out repairs in a timely manner? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The background facts are generally undisputed. The parties agreed that the tenancy started on January 15, 2020 and that the current monthly rent is \$1,000.00. On June 30, 2020, the landlord conducted an inspection of the rental unit and based on her findings, the landlord served the tenant with a one-month notice to end tenancy for cause, dated July 03, 2020 with an effective date of August 03, 2020.

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 September 15, 2020.
2. The landlord agreed to extend the tenancy up to 1:00 pm on September 15, 2020. An order of possession will be issued in favour of the landlord, effective this date.
3. The tenant agreed to pay rent up to September 15, 2020.
4. The tenant agreed that he owes the landlord \$4,250.00 in unpaid rent and agreed to pay it to the landlord by August 18, 2020.
5. A monetary order will be granted to the landlord in the amount of \$4,250.00
6. The landlord agreed to make arrangements immediately, for the repair of the carport.
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 end to this landlord – tenant relationship.
8. Both parties acknowledged that this agreement is final and binding and stated that they understood and agreed with the above terms of their agreement.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application.

Pursuant to the above agreement, I grant the landlord an order of possession under section 55 of the *Residential Tenancy Act* effective by 1:00 pm on September 15, 2020. 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.

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for \$4,250.00. This order may be filed in the Small Claims Court 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.

Conclusion

I grant the landlord an order of possession effective by **1:00 pm on September 15, 2020.**

I grant the landlord a monetary order in the amount of **\$4,250.00**

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: August 11, 2020

Residential Tenancy Branch