



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for non-payment of rent pursuant to section 46 of the *Residential Tenancy Act*.

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 herself. The corporate landlord was represented by their agents.

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*.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy started in December 2013. The monthly rent is \$1,400.00 payable on the first of each month.

The tenant agreed that she was served with a notice to end tenancy for non-payment of rent on July 15, 2020 and that as of the date of this hearing, she owes rent in the amount of \$4,595.20.

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 pay the outstanding rent of \$4,595.20 in 10 installments of \$459.52 each.
2. The landlord agreed to accept the outstanding rent of \$4,595.20 in 10 installments of \$459.52 each.
3. The parties agreed that the installments will be paid on the first of each month along with rent for the month for a total amount of \$1,859.52.
4. The parties agreed that the first installment will be paid on September 01, 2020 and the last installment will be paid on June 01, 2021.
5. The tenant agreed that she understood that she would be paying a total of rent plus installment in the amount of \$1,859.52 each month on the first of the month, starting September 01, 2020 and ending June 01, 2021.
6. The parties agreed that the tenant would pay just the rental amount starting July 01, 2021 and onward.
7. The tenant agreed that she understood that the landlord will serve her with another notice to end tenancy if she is non-compliant with the terms of this agreement.
8. 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.
9. 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 and another notice to end tenancy is issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator for consideration.

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 *Residential Tenancy Act*.

Dated: August 27, 2020

Residential Tenancy Branch