



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ELEGANT GLASS HOLDINGS
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, OPC, FF

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to Section 55 and a notice to end tenancy for cause. The tenant applied to cancel the notice to end tenancy, pursuant to Section 49. Both parties applied for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord agreed that he had received the tenant's notice of hearing package and stated that he had not provided the tenant with a copy of his evidence. Accordingly, the landlord's evidence was not used in the making of this decision.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began on March 15, 2017. On September 11, 2022, the landlord served the tenant with a notice to end tenancy for cause by posting the notice on his front door. The reasons for the notice are that the tenant is repeatedly late paying rent and has caused extraordinary damage to the property. The tenant disputed the notice in a timely manner.

During the hearing the reasons for the notice were discussed at length. 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 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. 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 rent on the date it is due which is the 15th of each month.
2. The tenant agreed to remove all lumber and construction materials from the side yard and maintain the side yard in a clean and sanitary condition, free of any lumber and/or construction materials.
3. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to abide by the terms of this agreement. I find it timely to put the tenant on notice that, if in the future another notice to end tenancy is issued, the record of this agreement would form part of the landlord's case should it again come before an Arbitrator, for consideration.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as per the above terms. As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline both parties' requests to recover the filing fee for this application.

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: February 02, 2023

Residential Tenancy Branch