



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SANFORD HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNR, MT

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 and for more time to do so.

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 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 2013. The accommodation is subsidised housing and is allotted and rented based on a tenant's income and family size. The tenant's current portion of the rent is \$375.00 payable on the first of each month.

The tenant fell behind on rent and was served multiple notices to end tenancy for non-payment of rent. The last notice was served on October 05, 2018. The tenant stated that he miscalculated the time frame to make application to dispute the notice and therefore was a day late. Since the parties were open to mediation, I allowed the late application of the tenant.

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 \$1,135.00 on this date November 23, 2018, towards outstanding rent.
2. The tenant agreed to make up the balance of outstanding rent in four months starting December 01, 2018 and ending March 01, 2019.
3. The tenant agreed to pay \$495.00 as rent on December 01, 2018, January 01, 2019 and February 01, 2019.
4. The tenant agreed to pay \$490.00 as rent on March 01, 2019. Regular rent payments of \$375.00 per month will resume as of April 01, 2019.
5. If the first of the month fell on a weekend, the landlord agreed to allow the tenant to pay rent on the Monday following that weekend.
6. The tenant agreed that he understood that the landlord will serve him with another notice to end tenancy if he is non-compliant with the terms of this agreement.
7. 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 amount of \$1,135.00 is fully paid on November 23, 2018 as agreed to by the tenant and to ensure that rent is paid as per the above schedule of payments. I find it timely to put the tenant on notice that, if he 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: November 23, 2018

Residential Tenancy Branch