

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to obtain an Order to cancel a notice to end tenancy issued for unpaid rent.

Service of the hearing documents, by the Tenant to the Landlord, was done in accordance with section 89 of the *Act*, served personally to the Landlord on February 2, 2010. The Landlord confirmed receipt of the hearing documents.

The Landlord and Tenant appeared, acknowledged receipt of evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

Issues(s) to be Decided

Is the Tenant entitled to an Order to cancel a notice to end tenancy for unpaid rent under section 46 of the *Residential Tenancy Act*?

Background and Evidence

The fixed term tenancy began on October 1, 2009 and is set to expire on September 30, 2010. Rent is payable on the first of each month in the amount of \$1,050.00 and a security deposit of \$525.00 was paid on September 28, 2009.

The undisputed testimony was the Tenant along with another female tenant entered into a written tenancy agreement with the Landlord as “co-tenants”. The Landlord signed separate “intent to rent forms” for the Ministry of Housing and Social Development to have each Tenant’s share of the rent paid directly from the Ministry to the Landlord. The other female tenant vacated rental unit sometime near the beginning of January 2010.

During the course of the hearing the two parties came to an agreement.

Analysis

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenancy will continue with the remaining Tenant; and
2. The Landlord and Tenant will enter into a new written tenancy agreement listing the one Tenant; and
3. The Landlord will sign a new "intent to rent form" from the Ministry which will list the Tenant and the amount of rent payable of \$1,050.00 per month; and
4. The Tenant will pay the Landlord \$1,395.98 of rent arrears no later than March 26, 2010 at 5:00 p.m.; and
5. The Tenant will provide the Landlord written confirmation from the Ministry that the Tenant's rent will be paid directly from the Ministry to the Landlord; and
6. The Tenant will change the natural gas and hydro utilities into the Tenant's name no later than March 26, 2010.

Conclusion

As the matter has been settled between the parties, in accordance to section 63 of the *Residential Tenancy Act*, no further action is required and this file is now closed.

Dated: March 18, 2010.

Dispute Resolution Officer