

## **DECISION**

Dispute Codes      CNR, OLC, FF, O

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities pursuant to section 46;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The landlord said that a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was posted on the tenant's door on January 11, 2011. The tenant said that he received this Notice, but it was slipped under his door. The landlord said that she received the tenant's dispute resolution hearing package sent by registered mail on January 14, 2011. I am satisfied that the tenant served his dispute resolution hearing package to the landlord in accordance with the *Act*.

### Issues(s) to be Decided

Is the tenant entitled to have the landlord's Notice to End Tenancy cancelled? Is the tenant entitled to an order requiring the landlord to comply with the *Act*? Is the landlord entitled to recover her filing fee for this application from the landlord?

### Background and Evidence

The tenant commenced occupancy of the rental unit on December 15, 2010 by way of a November 26, 2010 Residential Tenancy Agreement with the landlord. Monthly rent was set at \$1,020.00, payable on the first of the month. According to the tenancy agreement, the landlord was to charge the tenant for the hydro costs of the rental unit.

The landlord provided the hydro bill for December 2010 to the tenant in the amount of \$65.40. When the tenant asked for more information regarding this bill and refused to pay it as invoiced, the landlord issued the tenant a 10 Day Notice for Unpaid Rent and Utilities on January 11, 2011. However, the landlord identified the \$65.40 owing as rent that was not paid. The parties agreed that the 10 Day Notice was incorrect in its identification of the amount owing as unpaid rent as it should have identified this amount owing as unpaid utilities.

### Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute. During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. The parties agreed to settle the matters between them on the following terms:

1. The landlord will withdraw the notice to end tenancy and allows the tenancy to continue.
2. The landlord will waive the charges to the tenant for hydro for December 2010 and January 2011.
3. The tenant will absorb the cost of his filing fee for this application.
4. The parties will revise their fixed term tenancy agreement to show that this tenancy will convert to a month-to-month tenancy after the initial fixed term expires.
5. These terms constitute full and final settlement of all matters between the parties relating to the rental unit.

### Conclusion

To give effect to this settlement, I approve the tenant's application to cancel the landlord's Notice to End Tenancy with the effect that this tenancy continues.

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*.