



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR FF

### Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “*Act*”) by the tenant to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, and to recover the filing fee.

The tenant and the agent for the landlord appeared at the hearing, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Both parties agree that they received the evidence packages from the other party and had the opportunity to review the evidence packages.

### Background and Evidence

The parties agree that the tenancy began on August 1, 2011 on a month to month basis. Reduced rent of \$560.00 was due on the first day of each month as the tenant was employed in the building until July 2012. The tenant was notified in a letter dated July 13, 2012, that his employment was being terminated due to restructuring. The market rent for the rental unit is currently \$845.00 plus \$23.00 for cable per month.

### Settlement Agreement and Analysis

Section 63 of the *Act*, states:

#### **Opportunity to settle dispute**

**63** (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.

(2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.

During the hearing, a mutual agreement between the parties was reached. The mutual agreement is that the tenancy will continue until ended in accordance with the *Act*. The parties agree that the tenant will pay **\$555.00** for August 2012 rent (\$560.00 reduced by \$5.00 for a total of \$555.00 due to September rent overpayment) **by September 7, 2012 at 10:00 a.m.** The parties also agree that September 2012 rent has already been

paid and that October 2012 and future rent will be at the market value of \$845.00 plus \$23.00 for cable per month due on the first day of each month. The parties also agree that any disputes over what the employer may or may not owe the tenant in relation to his last paycheck as an employee, will be addressed first with the employer as I have no jurisdiction to resolve an employment related dispute. Finally, both parties agree to sign a new tenancy agreement which will reflect the current market rent as described above.

I do not grant the tenant the recovery of the filing fee.

### Conclusion

Based on the mutual agreement of the parties, the tenancy will continue until ended in accordance with the *Act*.

The tenant will pay the landlord August 2012 rent owing in the amount of \$555.00 by September 7, 2012 at 10:00 a.m.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 06, 2012

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Residential Tenancy Branch