



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, FF

### 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 (the 10 Day Notice) pursuant to section 46; and
- authorization to recover her 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 their sworn testimony, to make submissions and to cross-examine one another. The tenant confirmed that she received the landlord's 10 Day Notice on December 15, 2012. The landlord confirmed that he received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on December 18, 2012. I am satisfied that both parties were served with the above documents in accordance with the *Act*.

The landlord requested an Order of Possession if the tenant's application were cancelled.

### Issues(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

This periodic tenancy for the upper suite in this two-unit rental property commenced on April 1, 2012. Monthly rent is set at \$800.00, payable in advance on the first of each month, plus \$3.00 to \$5.00 per day for utilities, depending on the time of year and the utility usage.

The landlord issued the 10 Day Notice for \$670.55 in utilities that he claimed were owing as of December 15, 2012.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to settle all issues arising out of this tenancy under the following final and binding terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on January 27, 2013, by which time the tenant will have vacated the rental unit.
2. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of this tenancy for both parties.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: January 07, 2013

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Residential Tenancy Branch

