



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

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

The parties appeared at the teleconference hearing, and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

The Tenant submitted documentary evidence which included, among other things, copies of: the 1 Month Notice to end tenancy dated January 11, 2013.

The Landlord submitted documentary evidence which included, among other things, copies of: their written statement; the tenancy agreement, rules, and addendum; four 10 Day Notices to end tenancy for unpaid rent; copies of returned rent cheques citing account closed; a letter from the Tenant dated January 10, 2013; reminder of arrear letters issued to the Tenant; and the 1 Month Notice issued for cause.

The parties entered into a fixed term tenancy agreement that began on September 12, 2011 and switched to a month to month tenancy after March 31, 2012. Rent is payable on the first of each month in the amount of \$1,150.00 and on September 12, 2011 the Tenant paid \$575.00 as the security deposit.

During the course of this proceeding the parties agreed to settle these matters.

Analysis

The parties agreed to settle these matters on the following terms:

- 1) The Tenant agrees to withdraw her application for dispute resolution; and
- 2) The parties agree that the February 2013 late payment fee offsets the Tenant's fee to file her application for dispute resolution; and
- 3) The Tenant agrees to pay to the Landlord, the balance owing for her February 1, 2013 rent no later than 10:00 a.m. on February 15, 2013, by certified cheque in the amount of \$575.00; and
- 4) If the \$575.00 February 2013 rent is received as noted above then the 10 Day Notice to end tenancy issued February 2, 2013 will be cancelled and of no force or effect. If the February 15, 2013 payment of \$575.00 is not paid to the Landlord then the 10 Day Notice will be in full force and effect; and
- 5) The parties mutually agree to end the tenancy effective February 28, 2013 at 1:00 p.m.;
- 6) The Landlord will be issued an Order of Possession in support of the foregoing settlement agreement.

Conclusion

The Landlord has been issued an Order of Possession effective February 28, 2013 at 1:00 p.m. This Order is legally binding and must be served upon the Tenant.

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: February 14, 2013

Residential Tenancy Branch

