



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a Ten-Day Notice to End Tenancy for Unpaid Rent dated April 11, 2014.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

- Should the Ten-Day Notice to End Tenancy for Unpaid Rent be cancelled?

Background and Evidence

The tenancy began approximately 6 years ago and the current rent is \$373.39 per month.

The landlord testified that the tenant failed to pay rent for the month of April and a 10-Day Notice to End Tenancy for Unpaid Rent was served on the tenant for that reason. The landlord acknowledged that the tenant had since paid the rent owed for May 2014 and June 2014 in full. The landlord also acknowledged that they did not include a statement on the receipts indicating that the rent was only being accepted for "*use and occupancy only*" and did not make it clear to the tenant that the subsequent payments do not function to reinstate the tenancy.

The tenant acknowledged that she is still in arrears for rent for April 2014 in the amount of \$373.39.

The tenant and landlord entered into a mediated discussion, assisted by the tenant's advocate, the outcome of which was an agreement that the tenant would allocate

\$50.00 of her income each month toward the debt until it is finally paid. The landlord agreed that the tenancy would be maintained, despite the arrears, so long as the tenant complied with the promise payment plan.

Given that the tenancy was inadvertently reinstated by the landlord and the fact that the parties have now reached a mutual agreement to continue the tenancy on the condition that the tenant pays an extra \$50.00 per month toward the arrears, I hereby cancel the Ten Day Notice to End Tenancy for Unpaid Rent dated April 11, 2014.

Conclusion

The parties reached a mutual agreement that resolved the dispute relating to the 10-Day Notice to End Tenancy for Unpaid Rent.

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: June 12, 2014

Residential Tenancy Branch

