



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BURNABY LOUGHEED LIONS SOCIETY
and [tenant name suppressd to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on December 17, 2014, to cancel a 10 Day Notice to end tenancy for unpaid rent.

The hearing was conducted via teleconference and was attended by the Landlord and the Tenant. Each party 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

It was undisputed that the Tenant has occupied a unit in this building for just over seven years. She entered into a month to month tenancy for her current rental unit that began on August 1, 2012, for the market value rent of \$1,041.00 The Tenant's monthly rent is subsidized based on an annual review and her current rent is payable in the amount of \$550.00 until July 2015, and is due on or before the first of each month. On August 1, 2012 the Tenant's security deposit of \$520.50 was paid and/or transferred from the previous unit.

It was confirmed by both parties that the Tenant had accumulated arrears of \$1,919.86 unpaid rent that was due on December 1, 2014, as per the 10 Day Notice that was served upon the Tenant on December 12, 2014.

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

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 on the following terms:

- 1) The Tenant agreed to withdraw their application for dispute resolution;
- 2) The Tenant agreed to pay to the Landlord, the December 2014 rent of \$550.00 in one lump sum payment of \$550.00 no later than January 30, 2015; which would leave a balance owing for the arrears of \$1,369.86; and
- 3) The Tenant agreed to pay future rent in full of \$550.00, **PLUS** \$150.00 as payment towards the remaining arrears until such time that the total arrears of \$1,369.86 were paid in full; and
- 4) The parties agreed that if any of the agreed upon payments, as listed in # 3 or # 4 above, are missed, then the tenancy will end and the Landlord will be at liberty to make application for an Order of Possession.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the *Act*, as per the conditions set out above.

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 15, 2015

Residential Tenancy Branch

