



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SUSSEX REALTY LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, OPR MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued January 8, 2015.

Both parties appeared, gave 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 at the hearing.

### Procedural matter

On January 15, 2015, the landlords filed an Application for Dispute Resolution for an order of possession and for a monetary order for unpaid rent.

The landlords' application is scheduled to proceed on February 4, 2015 at 9:30 am. The parties agreed that the issues in the landlords' application are directly related to the tenant's application and both matters should be heard at today's hearing.

As a result, I find it appropriate to consider both applications at today hearing.

### Settlement

During the hearing the parties agreed to settle these matters, on the following conditions:

1. The parties agreed that the arrears of rent are fixed at \$380.00;
2. The parties agreed that the tenant will pay to the landlord the amount of \$100.00 per month commencing February 1, 2015 and the like sum on the 1<sup>st</sup> day of each month thereafter until the arrears are paid in full;
3. The tenant is required to pay rent on time, as per the terms of the tenancy agreement;

4. The parties agreed that the hearing scheduled on February 4, 2015 at 9:30am is cancelled; and
5. The parties agreed the tenancy will continue.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

The tenant is cautioned that should they fail to pay the arrears as agreed upon or rent as required by the tenancy agreement. The landlord is at liberty to issue a new notice to end the tenancy.

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 29, 2015

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Residential Tenancy Branch

