



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNC, CNR

### Introduction

The tenant applied to cancel a 10 day Notice to end tenancy for unpaid rent issued on March 4, 2015 and a 1 month Notice to end tenancy for cause issued on March 8, 2015 and to recover the filing fee cost.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing. A copy of the 1 month Notice ending tenancy was the only evidence submission made.

### Preliminary Matters

The landlord confirmed that the rent owed related to the 10 day Notice ending tenancy issued on March 4, 2015 had been paid. The landlord said it was paid late but agreed that the Notice should be set aside.

### Mutually Settled Agreement

The tenancy was discussed and some issues related to the tenancy were reviewed. It was agreed that there is a signed tenancy agreement. The tenancy commenced in March 2012; rent is currently \$936.00 due on the first day of each month.

There was agreement between the parties that rent payments have not always been made on time. The tenant acknowledged that rent should be paid in full on the first day of each month. There was discussion in relation to receipts issued for cash rent payments and that any cash payment made must result in the landlord immediately issuing a receipt to the tenant. The parties agreed that method of rent payments could be altered to cheques or post-dated cheques or any other method they wish to arrange.

The tenant understands that if rent is not paid in full on the first day of a month the landlord may issue a 10 day Notice to end tenancy for unpaid rent the next day.

The landlord said that she will assign her translator as agent; the tenant will be given written notice of the change, providing the agent's contact information.

Repairs to the unit were discussed and it was explained that a tenant must make repairs for any damage caused, outside of normal wear and tear. Any damage caused by the negligence of the tenant or a guest must be repaired by the tenant.

The parties agreed that written communication regarding tenancy issues might provide a more clear method of setting out the needs of both parties.

The tenant is in the process of repairing a screen that was damaged by her young son. The tenant no longer allows the children to place their bikes against the house stucco.

By mutual agreement of the parties the landlord withdrew the 1 month Notice to end tenancy for cause issued on March 8, 2015.

### ***Opportunity to settle dispute***

**63** *(1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.*

*(2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.*

Therefore, in support of the mutually settled agreement I find that the 10 day Notice to end tenancy for unpaid rent issued on March 4, 2015 and the 1 month Notice to end the tenancy for cause issued on March 8, 2015 are of no force and effect. The tenancy will continue until it is ended in accordance with the Act.

### **Conclusion**

The Notices to end tenancy are of no force and effect.

This decision and mutually settled agreement is final and binding and 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: April 27, 2015

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Residential Tenancy Branch

