



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CANADIAN MENTAL HEALTH ASSOCIATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to cancel a 1 Month Notice to End Tenancy for Cause (the “Notice”).

An agent for the Landlord (the “Landlord”) appeared for the hearing with the Tenant and both parties provided affirmed testimony. The Landlord confirmed receipt of the Tenant’s Application by personal service on July 24, 2015. The Tenant confirmed receipt of the Landlord’s extensive documentary evidence. The Landlord confirmed receipt of the Tenant’s documentary evidence which comprised of two photographs showing a document.

The Tenant confirmed receipt of the Notice within three days of it being posted by the Landlord to the Tenant’s door on July 7, 2015. The Tenant made the Application to dispute the Notice on July 16, 2015. Therefore, I determined that the Tenant had applied within the 10 day time limit to dispute the Notice pursuant to Section 47(4) of the *Residential Tenancy Act* (the “Act”).

At the start of the hearing, the Tenant explained that she wanted to continue this tenancy. The Landlord indicated that she was willing to withdraw the Notice but the parties needed to agree on compensation payable to the Landlord as a result of the reasons for issuing the Notice. The Tenant indicated that she was willing to work with the Landlord on an amount of compensation payable in exchange for the Notice to be withdrawn.

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 the dispute. Both parties agreed to settle the Application under the following terms:

1. The parties agreed to the withdrawal of the Notice dated July 7, 2015. As a result, this Notice has no affect and the tenancy will continue until it is ended in accordance with the Act.
2. The Tenant will pay the Landlord compensation in the amount of \$400.00.
3. The parties agreed that because this amount could not be paid by the Tenant in one amount, the debt would be split and added to rent payments payable by the Tenant in this tenancy.
4. As a result, the parties confirmed that the current amount of rent contribution payable by the Tenant under this tenancy was \$458.00. The Tenant is to pay the Landlord an extra \$50.00 per month in rent until the \$400.00 amount has been fully satisfied.
5. The parties agreed that the Landlord could end the tenancy with a notice for unpaid rent if the Tenant failed to make the increased monthly payments.
6. After the debt of \$400.00 is paid by the Tenant, the rent contribution amount will revert back to \$458.00 or the amount payable under the agreement.
7. If the tenancy is ended before the debt is fully satisfied, the Landlord may recover any remaining amount from the Tenant's security deposit pursuant to Section 38(4) (b) of the Act.

Conclusion

The parties agreed to withdraw the Notice dated July 7, 2015. Therefore, there was no requirement for me to make any legal findings on the Notice. The parties agreed to settle the Tenant's Application with a binding monetary agreement for the Tenant to pay increased rent of \$50.00 per month until a debt of \$400.00 is paid by 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: October 01, 2015

Residential Tenancy Branch

