



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Urban Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNR, MNDC, FF

Introduction

This hearing was scheduled in response to the tenant's application for cancellation of a 10 day notice to end tenancy for unpaid rent / a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from February 01, 2014 to January 31, 2015. Subsequent to January 31, 2015 the tenancy has continued on a month-to-month basis. Monthly rent of \$1,545.00 is due and payable in advance on the first day of each month, and a security deposit of \$772.50 was collected.

Arising from rent which was unpaid in full when due on September 01, 2015, pursuant to section 46 of the Act which addresses **Landlord's notice: non-payment of rent**, the landlord issued a 10 day notice to end tenancy dated September 04, 2015. The notice was served by way of posting to the unit door on that same date. A copy of the notice is not in evidence. Thereafter, while the tenant filed an application to dispute the notice on September 08, 2015, it was not until October 01, 2015 when the tenant made any further payment toward rent. During the hearing the landlord confirmed that rent is currently paid in full to the end of November 2015. Further, during the hearing the parties undertook to resolve all issues that are currently in dispute.

Analysis

Section 63 of the Act addresses the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the landlord will not seek an order of possession based on the 10 day notice issued by date of September 04, 2015, and that the 10 day notice is hereby set aside;
- that the tenancy presently continues in full force and effect;
- that the tenant withdraws his application for compensation from the landlord, including fees assessed for late payment of rent, NSF fees and recovery of the filing fee, arising from events which transpired prior to the date of this hearing; and
- that the landlord undertakes not to file an application for dispute resolution in which compensation is sought from the tenant in relation to events which transpired prior to the date of this hearing.

Conclusion

The parties settled the dispute pursuant to the RECORD OF SETTLEMENT, as 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: November 10, 2015

Residential Tenancy Branch

