



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RICKFORD MANOR APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT CNR O

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenant applied for more time to make an application to cancel a notice to end tenancy, to cancel a 10 Day Notice to End Tenancy dated September 2, 2015, and for "other" although there are no additional details setting out another dispute other than what has already been applied for under the *Act*.

The tenant, an advocate for the tenant, and an agent for the landlord (the "agent") attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Settlement Agreement

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

1. The parties acknowledge and agree that rent is due on or before the first day of each month, unless agreed upon in writing before rent is due to a different date.
2. The parties acknowledge that should the tenant fail to pay rent in the future on the day that it is due the landlord may issue a new 10 Day Notice or a 1 Month Notice if rent has been late three times in the past 18 months.
3. The parties acknowledge #10 of the tenancy agreement which gives the landlord the right to charge the tenant \$25 for each late payment of rent.
4. The parties agree to mutually withdraw the 10 Day Notice dated September 2, 2015

5. The tenant agrees to withdraw their application in full as part of this mutually settled agreement.

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

Conclusion

I order the parties to comply with the terms of their mutually settled agreement above.

This decision is final and binding on the parties, unless otherwise provided under the Act, 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: November 30, 2015

Residential Tenancy Branch

