



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy dated December 3, 2015

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on December 10, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on December 7, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated December 3, 2015?

Background and Evidence

On June 1, 2015 the parties entered into a one year fixed term written tenancy. The tenancy provided that the rent was \$1400 per month. The parties agreed to pay the rent through a preauthorization payment plan.

The landlord inadvertently failed to submit the banking documents to facilitate the payment of the rent for July, August, September and October 2015. The parties agree the sum of \$5600 is outstanding.

The tenant is a refugee and has limited income. He is not able to pay the arrears in a timely manner. He also testified as to his difficult financial situation. He represented that he and his family is surviving on a monthly cheque of \$1349 from the government and borrowing from friends. He is actively looking for work and hopes his financial situation will improve in the near future.

Settlement::

At the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) as follows:

- a. The landlord withdraws the 10 day Notice to End Tenancy on a without prejudice basis.
- b. The parties acknowledge the sum of \$5600 is owed in outstanding rent for July, August, September and October 2015.
- c. The tenant shall pay to the landlord the monthly rent of \$1400 per month when due on the first of each month.
- d. The tenant shall the arrears of \$5600 with a payment of \$75 per month commencing February 1, 2016 and on each month thereafter until the arrears are paid in full.
- e. The tenant shall increase the monthly payment to an amount agreed upon by the parties if his financial situation improves.
- f. The parties shall review the tenant's financial situation on or before September 1, 2016 and the tenant shall provide his financial documents including banking statements to prove his financial situation.
- g. The landlord retains the right to apply to obtain a monetary order for the arrears if the tenant moves from the rental unit.
- h. If the tenant fails to make the agreed monthly payment (presently set at \$75) or if his financial situation improves and the parties are unable to determine what the appropriate payment should be the landlord retains the right to serve a new 10 day Notice to End Tenancy for the amount outstanding.

Determination and Orders:

As a result of the settlement I ordered that the Notice to End Tenancy dated December 3, 2015 be dismissed as without drawn? The landlord retains the right to serve a new Notice to End 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, 2016

Residential Tenancy Branch

