



Dispute Resolution Services

Page: 1

Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding CENTURA APT.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- A cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities pursuant to Section 46 of the Act

The landlord's agent, EB ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she had authority to speak on the owner's behalf at this hearing.

The landlord confirmed that she was personally handed a copy of the tenant's application for dispute resolution package. In accordance with sections 89 and 90 of the Act, I find that the landlord was duly served with the tenant's application.

Issue(s) to be Decided

Should I cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities?

Background and Evidence

Both parties agreed and confirmed that this was a month-to-month tenancy starting on May 1, 2016. Rent of \$1050.00 was due on the first of the month and a damage deposit of \$525.00 was collected. Evidence and testimony provided by the landlord demonstrated that partial rent for September and October 2016 of \$650.00 was outstanding. In addition rent for November 2016 in the amount of \$1050.00 remained unpaid. The total outstanding debt in unpaid rent was \$1700.00

The tenant did not dispute that he owed the landlord rent for November 2016 in the amount of \$1050.00. The tenant informed that he had secured a new apartment and was able to move out of the unit as soon as possible. Furthermore, the tenant stated that he was willing to pay the outstanding rent of \$1050.00 for November 2016; however, he disputed the \$650.00 quoted by the landlord in outstanding rent for September and October 2016.

As the tenant had secured a new apartment and acknowledged that he owed rent for November 2016, the parties agreed to enter into settlement discussions concerning the outstanding debt of \$650.00 for September and October 2016 rent.

Analysis

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.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

- The tenant agrees to withdraw his application;
- The landlord agrees to withdraw the notice to end tenancy;
- The tenant is to vacate the apartment by 1P.M. on December 1, 2016; and
- The tenant is to pay the landlord **\$1,500.00** by December 31, 2016

Conclusion

This matter has been settled.

I grant the landlord an order of possession effective December 1, 2016. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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 30, 2016

Residential Tenancy Branch