



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a ten day notice to end tenancy and for the recovery of the filing fee. Both parties attended the hearing and had opportunity to be heard.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy began on September 01, 2006. A tenancy agreement was filed into evidence. The monthly rent at the start of tenancy was \$1,100.00 payable in advance on the 31st of each month. Effective December 01, 2008, the rent increased to \$1,140.00.

In November 2011, the tenant made a request to the building manager to reduce rent due to hardship. The manager agreed to temporarily reduce rent to \$950.00. The tenant continued to pay this amount from November 2011 until date. The owner noticed this reduced rent when the tenant's rent cheque was returned for insufficient funds

On October 14, 2016, the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant paid rent on November 01, 2016 and the landlord issued a receipt for use and occupancy only. .

During the hearing the rental situation and amount of rent due was discussed at length. The parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue.

Both parties agreed to the following terms:

1. The landlord agreed to allow the tenancy to continue at a monthly rent of \$1,140.00 effective December 31, 2016
2. The tenant agreed to pay rent in the amount of \$1,140.00 effective December 31, 2016.
3. The landlord agreed to forgive all rental arrears arising from the reduced rent for the period of November 2011 to date
4. The parties agreed to enter into a new tenancy agreement with rent in the amount of \$1,140.00.
5. Both parties confirmed that they understood and agreed to the terms of this agreement.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as per the above terms.

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: December 07, 2016

Residential Tenancy Branch

