



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC, FF

Introduction

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

- a cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities pursuant to section 46 of the *Act*;
- a Monetary Order for compensation for damage or loss under the *Act* pursuant to section 67; and
- an Order for the landlord to pay her back the cost of the filing fee pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlord confirmed receipt of the tenant's dispute resolution package. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the dispute resolution package.

At the conclusion of the hearing, the tenant became very agitated towards the arbitrator, swearing and stating that she was going to tape record the proceedings. The tenant was cautioned by the arbitrator not to do so, and was reminded that pursuant to Rule of Procedure 6.11 that the recording of the proceedings was prohibited.

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

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

- 1) The landlord agree to withdraw the 10 Day Notice issued to the tenant on December 2, 2016
- 2) The tenant agreed to add a one-time payment of \$10.00 to her rent for February 2017.
- 3) The landlord agreed that the above payment satisfies the outstanding rent for November 2016.

- 4) Both parties agreed that this tenancy will continue as per the Act.
- 5) Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute and all issues arising out of this tenancy at this time.

Conclusion

The landlords' 10 Day Notice for Unpaid Rent is cancelled. This tenancy continues until ended in accordance with the *Act*.

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 18, 2017

Residential Tenancy Branch