



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding I AM ENTERPRISES CORP.  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes          CNC, MT

### Introduction

A hearing was convened based on the tenant's application pursuant to s. 46 of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice").

Both parties attended the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

### Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The landlord withdraws the 10 Day Notice.
2. The tenant withdraws the application to dispute the 10 Day Notice.
3. The tenancy will continue on the condition that the tenant pays the landlord the arrears owing in full, and rent for March, 2017, in the total amount of **\$6,600.00**, no later than February 28, 2017.

Conclusion

This matter has been settled.

In support of the settlement, and with the agreement of the parties, I grant the landlord an order of possession for March 1, 2017 which may be enforced only if the tenant fails to pay the amount due by February 28, 2017.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy or apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: February 9, 2017

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Residential Tenancy Branch