



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR OPR MNR MNSD FF

Introduction

This hearing was convened in response to applications by both parties pursuant to the *Residential Tenancy Act* (the “Act”) for the following:

The tenant applied for:

- cancellation of the landlord’s 10 Day Notice To End Tenancy for Unpaid Rent pursuant to section 46.

The landlord applied for:

- an Order of Possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67;
- authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72

The landlord’s agent, MG (‘the landlord’), testified on behalf of the landlord in this hearing and was given full authority to do so by the landlord. Both parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

Both parties confirmed receipt of each other’s applications for dispute resolution hearing package (“Applications”). In accordance with section 89 of the *Act*, I find that both the landlord and tenant were duly served with each other’s Applications.

The tenant confirmed receipt of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (‘10 Day Notice’), which was served to her on January 17, 2017, with an effective date of January 27, 2017. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord’s 10 Day Notice.

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 tenant agreed to pay the landlord \$100.00, in cash, on or before 4 p.m. on March 31, 2017. This payment settles all aspects of this dispute at this current time for this tenancy.
2. The landlord agreed to withdraw the 10 Day Notice.
3. Both parties agreed that this tenancy will continue per the tenancy agreement, the *Act*, and regulations.
4. The rent for March 2017 will be dealt with in accordance with the *Act* and the tenancy agreement.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of the both applications before me.

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.

Conclusion

The landlords' 10 Day Notice, dated January 17, 2017, is cancelled and is of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the landlord's favour in the amount of \$100.00. The landlord is provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible in the event that the tenant does not abide by condition #1 of the above agreement. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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: March 1, 2017

Residential Tenancy Branch

