



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing was convened in response to applications by the tenant pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

The tenant requested:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) pursuant to section 46 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 tenant was represented at the hearing by advocate, D.S.

The landlord confirmed receipt of the tenant's dispute resolution and evidence package. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the Application and evidence package.

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 withdrew the 1 Month Notice dated February 20, 2017.
2. The tenant agreed to pay the landlord \$87.50. This amount reflects an outstanding pet damage deposit and will be in satisfaction of all monies owed. The payments will be as follows:

- April 1, 2017 - \$20.00
- May 1, 2017 - \$20.00
- June 1, 2017 - \$20.00
- July 1, 2017 - \$27.50

3. The landlord agreed to accept these payments in the form of Money Order starting April 1, 2017.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant'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.

Conclusion

The landlord's 10 Day Notice, dated February 20, 2017, is cancelled and is of no force or effect.

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 27, 2017

Residential Tenancy Branch