



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNR

### **Introduction**

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the *Act*") for cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent ('the 10 Day Notice') pursuant to section 46.

Both parties attended the hearing and 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. The landlord's agent, BB, testified on behalf of the landlord in this hearing, and was given full authority by the landlord to do so.

The landlord's agent confirmed receipt of the tenant's application for dispute resolution hearing package ("Application"). In accordance with section 89 of the *Act*, I find the landlord duly served with the tenant's Application. Neither party submitted written evidence for this hearing.

The landlord's agent ('the landlord') provided undisputed testimony that the 10 Day Notice, with an effective date of February 16, 2017, was posted to the tenant's door on February 3, 2017. In accordance with section 88 of the *Act*, I find the tenant duly served with the 10 Day Notice on February 6, 2017, three days after posting.

### **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, in full, the outstanding rent for the months of January, February, and March 2017, to the landlord by 4 p.m. on March 17, 2017. The tenant agreed to pay \$475.00 for January 2017, and \$1,075.00 each for the months of February and March 2017, for a total of \$2,625.00.

2. The parties agreed that this tenancy will continue per the Act and tenancy agreement on the condition that the tenant abides by condition #1 of this agreement.
3. The parties agreed that this tenancy will end in the event that the tenant fails to abide by condition #1 in the agreement, and that the tenant and all occupants will vacate the rental unit within two days of March 17, 2017.
4. The landlord withdrew the 10 Day Notice dated February 3, 2017, in the event that the tenant abides by the terms of condition #1 of this agreement.
5. Both parties agreed that the landlord may serve the tenant with an Order of Possession in the case that the tenant fails to abide by condition #1 of this agreement.
6. 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**

In the event that the tenant abides by the terms of condition #1 of the agreement, the landlord's 10 Day Notice, dated February 3, 2017, is cancelled and is of no force or effect, and the tenancy will continue as per the *Act* and tenancy agreement. In the event the tenant fails to abide by the terms of condition #1 of the agreement, this tenancy will end, and the tenant and any occupants in the suite will have to vacate the rental unit.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, effective two days after service of this Order on the tenant. The landlord is provided with this Order in the above terms and the tenant must be served with this Order **only** in the event that the tenant does not abide by condition #1 of the above settlement. This two day Order of Possession may **only** be used after March 17, 2017. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 \$2,625.00. 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 13, 2017

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Residential Tenancy Branch