



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF

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 dated January 24, 2017 (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 his application to dispute the landlord's 10 Day Notice, including his request for return of the application filing fee.
3. The parties agree that the tenancy will end at 11:59 p.m. on Sunday, March 5, 2017.
4. The tenant authorizes the landlord to retain the security deposit of \$350.00 in full satisfaction of the landlord's claim for unpaid rent.

5. The tenant agrees to clean the rental unit thoroughly and well before vacating and to leave the rental unit undamaged and in good repair.
6. In particular, the tenant agrees to thoroughly clean the bathtub and to recaulk it if appropriate and to repair the hole in the cement wall made for the purposes of running a cable.

Conclusion

This matter has been settled.

The parties are bound by the terms of their agreement, 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 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: March 02, 2017

Residential Tenancy Branch