



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RED DOOR HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's two 10 Day Notices to End Tenancy for Unpaid Rent or Utilities, dated February 23, 2017 and March 2, 2017 ("two 10 Day Notices"), pursuant to section 46; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that she was property manager for the landlord company named in this application and that she had authority to represent it as an agent at this hearing. This hearing lasted approximately 58 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlord confirmed receipt of the tenant's application for dispute resolution package and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's written evidence package.

The tenant confirmed receipt of the landlord's two 10 Day Notices. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with both notices.

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 and orders. 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. Both parties agreed that the tenant is not required to pay the landlord for rental arrears from September 1, 2016 to January 31, 2017, with a current balance of \$2,688.00 as per the landlord;
 - a. Both parties agreed that the parties' payment agreement, signed on March 6, 2017, for the tenant to pay the landlord the above rental arrears from September 1, 2016 to January 31, 2017, is cancelled and of no force or effect;
2. The landlord agreed that the landlord's two 10 Day Notices, dated February 23, 2017 and March 2, 2017, are cancelled and of no force or effect;
3. Both parties agreed that this tenancy is continuing under the terms of the original tenancy agreement until it is ended in accordance with the *Act*;
4. The landlord agreed to pay the tenant for the cost of the \$100.00 application filing fee by way of reducing the tenant's monthly rent by \$100.00 due on May 1, 2017, payable to the landlord for this rental unit and this tenancy;
5. The landlord agreed to provide an honest reference about the tenant for any future housing inquiries regarding the tenant;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

The landlord confirmed that she agreed and understood that this settlement agreement is binding upon the landlord company named in this application and that she had authority to make this agreement on its behalf as an agent.

Conclusion

The parties' payment agreement, signed on March 6, 2017, is cancelled and of no force or effect.

The landlord's two 10 Day Notices, dated February 23, 2017 and March 2, 2017, are cancelled and of no force or effect.

I order the tenant to deduct \$100.00 from her monthly rent payable on May 1, 2017, to the landlord for this rental unit and this tenancy, in full satisfaction of the monetary award for the application filing fee.

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: April 05, 2017

Residential Tenancy Branch