



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNDC, OLC, FF

Introduction

This hearing was convened by conference call in response to the Tenants' Application for Dispute Resolution (the "Application") filed on May 8, 2017 to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities (the "Notice") dated May 3, 2017.

The Tenants also applied for: money owed for compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; for the Landlord to comply with the Act, regulation or tenancy agreement; and to recover the filing fee from the Landlord.

An agent for the company Landlord and the male Tenant appeared for the hearing and provided affirmed testimony. The Landlord's agent confirmed receipt of the Tenants' Application by registered mail and the Tenants' documentary evidence. The Landlord's agent confirmed that she had not provided any evidence prior to this hearing. The hearing process was explained to the parties and they had no questions on how the proceedings would be conducted.

Preliminary Findings

The Tenant confirmed receipt of the Notice on the same day it was served, namely on May 3, 2017. Therefore, I determined that the Tenants had disputed the Notice within the five day time limit provided by Section 46(4) of the Act. The Landlord's agent confirmed that the Landlord had received the Tenants' full rent for May 2017 in the form of a cheque which was sent by the Tenants on May 5, 2017 and received by the Landlord on May 8, 2017.

Section 46(4) (a) of the Act states that if a tenant pays the overdue rent within five days of receiving a Notice, the Notice has no effect. Therefore, I informed the parties during the hearing that the Notice was hereby cancelled pursuant to the Act.

The parties continued to dispute the monetary claim that was made by the Tenants for the cost of a bank charge incurred in the process of making rent payment and the Tenants' filing fee. The Landlord's agent argued for a late payment of rent fee. The Landlord's agent was informed that her monetary claim was not before me and there I was not able to make any legal findings on the Landlord's verbal request for the late fee in this hearing; however, the Landlord's agent was informed that she was at liberty to bring a claim against the Tenant for this claim.

Section 63 of the Act allows an Arbitrator to 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. Therefore, in the alternative, I offered the parties an opportunity to settle this dispute by mutual agreement. The parties discussed the issues between them, turned their minds to compromise, and were then able to reach agreement as follows.

Settlement Agreement

The parties agreed to withdraw the Notice dated May 3, 2017. The tenancy will continue until such time it is ended in accordance with the Act.

The parties agreed that the Tenant can withhold \$75.00 from July 2017 rent in full satisfaction of the Tenants' Application and the Landlord's oral claim for the late fee provided for by the tenancy agreement.

The parties confirmed that this agreement was made voluntarily and that they understood and agreed to terms for resolving the dispute in this manner. The Tenants are cautioned that they must pay their rent on time pursuant to Section 26(1) of the Act. This file is now closed.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: June 16, 2017

Residential Tenancy Branch