



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 section 46 of the *Residential Tenancy Act* (the *Act*) to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice).

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 tenant confirmed that she received the landlord's 10 Day Notice posted on her door and placed in her mail slot on November 14, 2017. The landlord confirmed that the tenant handed him a copy of her dispute resolution hearing package on December 4, 2017. Both parties also confirmed having received one another's written evidence packages. I find that all of these documents were duly served to one another in accordance with sections 88 and 89 of the *Act*.

At the commencement of the hearing, the landlord said that he was no longer pursuing an end to this tenancy on the basis of the 10 Day Notice. The parties agreed that the landlord already has an Order of Possession to take effect on December 31, 2017, obtained as a result of a settlement agreement reached and reported on June 15, 2017, with respect to the decision noted on the first page of this decision.

Issues(s) to be Decided

Should the landlord's 10 Day Notice be cancelled?

Background and Evidence

Monthly rent was set for this tenancy at \$1,132.00 for October 2017, and at \$1,173.00 for November 2017, payable in advance on the first of each month.

The landlord issued the 10 Day Notice for unpaid rent of \$1,173.00 for rent owing from November 2017. He gave undisputed sworn testimony that rent has not been paid for this tenancy for November or December 2017.

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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

1. Both parties agreed that this tenancy will end by 1:00 p.m. on December 31, 2017 (as per the previous settlement agreement they reached on June 15, 2017), by which time the tenant and anyone living in the rental unit will have vacated the premises and surrendered vacant possession of the rental unit.
2. The landlord withdrew his 10 Day Notice of November 14, 2017.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application and the landlord's 10 Day Notice, and that they did so of their own free will and without any element of force or coercion.

Conclusion

The 10 Day Notice of November 14, 2017 is cancelled and is of no force or effect.

As the landlord already has an Order of Possession, which is to take effect by December 31, 2017, there is no need to issue any further Order of Possession regarding this tenancy.

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: December 18, 2017

Residential Tenancy Branch