



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR FFT

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 ("10 Day Notice") pursuant to section 46 and to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given an opportunity to make submissions. The landlord's representative confirmed receipt of the tenant's Dispute Resolution package and the tenant confirmed receipt of materials submitted by the landlord.

Before the conclusion of this hearing, the parties discussed the issues between them, turned their minds to compromise and resolved the dispute regarding unpaid rent.

Background and Evidence

The tenant applied to cancel the notice to end tenancy however she did not submit a copy of the notice to end tenancy or a copy of her tenancy agreement. The tenant testified that she paid her rent and the landlord's representative confirmed that she paid outstanding rent. With the provision that the tenant continue to pay rent in full and on time, in accordance with the Act, the landlord agrees the tenancy should continue.

The landlord raised another issue regarding a monetary amount of \$5000.00 – an amount sought to pay an insurance deductible for repairs after a leak from the tenant's apartment. The tenant adamantly disputed any responsibility for this leak or the insurance deductible amount. The landlord did not make an application for this monetary amount, and therefore this issue was not before me to make a determination. The parties were given a brief opportunity to discuss this issue but were unable to resolve it. This matter will have to be addressed in its own hearing.

Conclusion

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The landlord agreed that the 10 Day Notice to End Tenancy should be cancelled.
2. Both parties agreed that the tenancy will continue.
3. The tenant agreed that she will pay rent on time and in full for the remainder of her tenancy, in accordance with the *Act*.
4. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties made this agreement voluntarily – they both understood the nature of this full and final settlement of the matter of unpaid rent only. The tenant withdrew any necessity to consider her application to recover the filing fee.

Conclusion

To give effect to the settlement reached between the parties, I cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent. The tenant shall continue.

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: January 12, 2018

Residential Tenancy Branch