



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NORBURY PLACE C/O GATEWAY PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNR OPR

Introduction:

Both parties attended the hearing and gave sworn testimony. The landlord said they served the tenant with a 10 Day Notice to End the Tenancy for non-payment of rent dated March 22, 2018 to be effective April 5, 2018 by posting it on the door and they agreed they received the tenants' Application for Dispute dated March 26, 2018. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing. The tenant applies pursuant to section 46 of *The Residential Tenancy Act* (the Act) to cancel the Notice to End Tenancy.

Issues: Is the tenant entitled to any relief?

Preliminary Issue:

The property manager noted her name was spelled incorrectly on the Application and requested it be amended. The tenant concurred. The amendment was made.

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. They confirmed the tenancy began on May 26, 2016, rent was \$800 a month and a security deposit of \$400 was paid. The landlord testified that the tenant failed to pay the rent for March 2018 so the Notice to End the Tenancy was served.

However, the parties confirm that the tenant made a proposal to pay arrears by installments and the landlord accepted in May 2018. They are settling the matter on the following terms and conditions:

Settlement Agreement:

1. In addition to her monthly rent, the tenant agrees to pay installments of \$127.50 a month for 4 months until her arrears are paid. Currently there is \$510 outstanding.

2. In addition, the tenant agrees to pay \$10 a month for the rental increase which was effective April 2018.
3. The landlord concurs the Notice to End Tenancy be set aside based on this agreement.

Analysis:

Based on the above noted settlement agreement which was negotiated voluntarily between the parties prior to the hearing, I set aside the Notice to End Tenancy dated March 22, 2018. The tenancy is continued.

Conclusion:

The Notice to End Tenancy dated March 22, 2018 to be effective April 5, 2018 is hereby set aside and cancelled. The filing fee was waived.

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: June 05, 2018

Residential Tenancy Branch