



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, FFL
 CNR, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenant under the *Residential Tenancy Act* (the “Act”), seeking cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”) and recovery of the filing fee.

This hearing also dealt with a Cross-Application filed by the Landlord under the *Act*, seeking a Monetary Order for unpaid rent and recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Tenant, the Tenant’s spouse, the Tenant’s advocate (the “Advocate”), and two Agents for the Landlord (the “Agents”). All parties provided affirmed testimony.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The Agents agree to cancel the 10 Day Notice.
2. The parties agree that the tenancy will continue in full force and effect, until it is ended in accordance with the *Act*.
3. The parties agree that as of August 9, 2018, the Landlord has in their possession \$9,207.00 from the Tenant which was received by way of 11 separate cashable documents in the form of bank drafts, each in the amount of \$837.00.

4. The parties agree that prior to the hearing, the Tenant owed \$3,348.00 in outstanding rent for March, June, July and August of 2018, and that this amount has now been paid by way of the above noted bank drafts.
5. The parties agree that after the deductions for the outstanding rent noted above, the Tenant has made an overpayment in the amount of \$5,859.00, which the parties agree to deal with by way of a future rent credit to the Tenant, or by the return of \$5,859.00 to the Tenant.
6. The parties both withdraw their Applications in full as part of this mutually agreed settlement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

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: August 10, 2018

Residential Tenancy Branch