



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, FFT, LRE, OLC

### Introduction

On August 10, 2018, the Tenant applied for a Dispute Resolution proceeding seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to Section 46 of the *Residential Tenancy Act* (the “Act”), seeking to Suspend or Restrict the Landlord’s Right to Enter pursuant to Section 70 of the *Act*, seeking an Order for the Landlord to Comply pursuant to Section 62 of the *Act*, and seeking Recovery of the Filing Fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing and M.N. attended the hearing as an agent for the Landlord. Both parties provided a solemn affirmation.

The Tenant advised that she served the Landlord with the Notice of Hearing package by registered mail and M.N. confirmed that she received the package. Based on this undisputed testimony, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was served with the Notice of Hearing package.

As stated during the hearing, as per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other, and I have the discretion to sever and dismiss unrelated claims. As such, this hearing primarily addressed the Landlord’s Notice, and the other claims were dismissed. The Tenant is at liberty to apply for any other claims under a new and separate Application.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord, I must consider if the Landlord is entitled to an order of possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that complies with the *Act*.

#### Issue(s) to be Decided

- Is the Tenant entitled to have the Notice cancelled?
- If the Tenant is unsuccessful in cancelling the Notice, is the Landlord entitled to an Order of Possession?
- Is the Tenant entitled to recover the filing fee?

#### Settlement Agreement

The possibility of a settlement was raised, pursuant to Section 63(1) of the *Act*, which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord's agent and the Tenant agreed as follows:

1. August 2018 rent was paid in full, so the Landlord's agent agreed to withdraw the Notice. Therefore, the Notice of August 6, 2018 is cancelled and of no force or effect.
2. The Tenant agreed to withdraw the Application.
3. The Tenant and Landlord's agent agreed that the Tenant will maintain possession of the rental unit and the tenancy continues as a month to month tenancy.
4. The Landlord's agent agreed to pay the filing fee.

5. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this Application.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

As the Landlord's agent agreed to pay the filing fee, I find that the Tenant is entitled to recover the \$100.00 filing fee paid for this application by withholding it from November 2018 rent.

### Conclusion

I have recorded the terms of settlement in this decision and in recognition of the settlement agreement, based on the above, I hereby order that the 10 Day Notice to End Tenancy for Unpaid Rent of August 6, 2018 to be cancelled and of no force or effect. As well, the Tenant has withdrawn her Application in full.

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: October 1, 2018

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Residential Tenancy Branch