



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding C-SMART HOLDING COMPANY LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, FFT

Introduction

On June 11, 2018, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) to cancel a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities, (the “Notice”) Dated October 10, 2018, and to recover the filing fee for this application. The matter was set for a conference call.

Both the Landlord and two of the Tenants attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenants were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Should the Notice issued on October 10, 2018, be cancelled pursuant to section 46 of the *Act*?
- If not, Is the Landlord entitled to an order of possession pursuant to section 55 of the *Act*?
- Are the Tenants entitled to recover the cost of the filing fee?

Background and Evidence

The parties testified that the tenancy began on April 1, 2011. Rent in the amount of \$2,105.00 is to be paid by the first day of each month. Both parties agreed that the Landlord issued the Notice on October 10, 2018. The Notice explains that the Tenants

had five days to dispute the Notice or pay the outstanding rent. The Tenant filed to dispute the notice on October 11, 2018, within the legislated timeline.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Landlord withdrew the Notice dated October 10, 2018.
2. The Tenant will pay the Landlord \$67.50 in outstanding rent.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing, and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

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: November 26, 2018

Residential Tenancy Branch