



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

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 (the 10 Day Notice), dated January 08, 2019, pursuant to section 46 of the Act;

The tenant, the tenant's advocate, and the landlord's agent (the "landlord") appeared at the hearing. All parties present were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The tenant testified that she served the notice of dispute resolution package and evidence to the landlord. The landlord confirmed receipt of the notice of dispute resolution package, along with the tenant's evidence. The tenant confirmed receipt of the landlord's evidence.

Background and Evidence

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Given the agreement reached between the parties during the proceeding, I find that the parties have settled their dispute and the following records this settlement as a decision. Both parties mutually agreed to the following final and binding settlement of all issues currently under dispute as part of the tenant's application:

1. The tenant agrees to withdraw her application for dispute resolution seeking to cancel the 10 Day Notice dated January 08, 2019.
2. The landlord provides consent and agrees that the tenant may withdraw her application for dispute resolution seeking to cancel the 10 Day Notice dated January 08, 2019.
3. The landlord agrees to cancel and set aside the 10 Day Notice dated January 08, 2019, rendering it of no force and effect. By doing so, the landlord acknowledges that it relinquishes any ability to pursue an Order of Possession, or take any further action, based on the 10 Day Notice dated January 08, 2019.
4. The parties agreed that the tenancy will remain in effect and continue until ended in accordance with the Act.
5. The parties agree to enter into a mutually-agreed settlement with respect to outstanding rent owed under the tenancy. The parties wish to discuss the terms of, and enter into, an agreement with respect to unpaid rent and a subsequent payment plan independently and outside of the dispute resolution process. Therefore, the parties agree that any settlement agreement and payment plan entered into by the parties with respect to unpaid rent will not be recorded as a final and binding settlement as part of this decision.

The above particulars comprise the full and final settlement of the tenant's application for dispute resolution and the matter before me. Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

Conclusion

The tenant's request to withdraw her application is granted, without leave to reapply.

The 10 Day Notice to End Tenancy, dated January 08, 2019, is cancelled and is of no force or effect.

This tenancy continues until it is ended in accordance with the *Act*.

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: February 05, 2019

Residential Tenancy Branch