



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, FF

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 46; and
2. An Order to recover the filing fee for this application - Section 72.

Both Parties attended the conference call hearing. During the Hearing the Parties settled the dispute by reaching an agreement.

### Agreed Facts

The tenancy for the upper unit of a residence started about 10 years ago under a written agreement. Rent for the upper unit is \$1,500.00 payable on the first day of each month. During this time the lower unit of the residence was rented to other tenants and the Tenant collected the rent for the lower unit on behalf of the Landlord. In June 2018 the Landlord met with the Tenant’s son and agreed to rent lower unit to the Tenant’s son and another person for rent of \$1,200.00 payable on the first day of each month. No tenancy agreement was entered into and the Landlord did not collect a security deposit for the lower unit from the son. The Tenant would collect rent for the lower unit and pay it to the Landlord along with the upper unit rent. On June 19, 2019 the Landlord served the Tenant in person with a 10-day notice to end tenancy for unpaid rent (the “Notice”).

The Notice sets out unpaid rent of \$8,100.00 due June 1, 2019. The Landlord set out this amount as the rent due for both the upper and lower unit.

Settlement Agreement

**The Parties mutually agree as follows:**

- 1. The Landlord will attend the unit at 11:00 a.m. on this day, August 13, 2019 whereupon the Tenant will pay the Landlord \$8,100.00 in cash and the Landlord will accept this payment as outstanding rental arrears;**
- 2. Upon receiving the \$8,100.00, the Landlord will issue a receipt for this amount and the tenancy or tenancies of both the upper and lower unit will continue;**
- 3. No further rents are owed or payable for either the upper or lower unit until the next required rental payments due on September 1, 2019;**
- 4. If the Tenant does not pay the \$8,100.00 as agreed the Landlord will have possession of both the upper and lower unit;**
- 5. The Tenant waives entitlement to recovery of the filing fee for this dispute; and**
- 6. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded above. In order to give effect to the agreement, I grant the Landlord an order of possession of both the upper and lower units effective two days after service upon the Tenant and a monetary order for \$8,100.00. These orders are only effective if the Tenant does not pay the \$8,100.00 as agreed.

Conclusion

The dispute has been settled as set out 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 Act.

Dated: August 13, 2019

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Residential Tenancy Branch