



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BONAVIDA MANAGEMENT LTD. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, FFL; MT, CNR, CNC, FFT

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for unpaid rent, pursuant to section 55; and
- authorization to recover the filing fee for its application, pursuant to section 72.

This hearing also dealt with the tenant's application pursuant to the *Act* for:

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated August 2, 2019 ("10 Day Notice"), pursuant to section 66;
- cancellation of the landlord's 10 Day Notice, pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause ("1 Month Notice"), pursuant to section 47; and
- authorization to recover the filing fee for her application, pursuant to section 72.

The landlord's agent ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 28 minutes.

The landlord confirmed that she was the property manager for the landlord company named in this application and that she had permission to speak on its behalf at this hearing. The landlord intended to call two witnesses, who are both building managers, to testify at this hearing, who were excluded from the outset. These witnesses were not required to testify because the parties settled the matter during the hearing.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

During the hearing, both parties confirmed that no 1 Month Notice was issued by the landlord to the tenant. The tenant confirmed that she mistakenly applied to cancel a 1 Month Notice in her application.

Settlement Terms

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

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant agreed to pay full rent to the landlord by the first day of each month, for the remainder of this tenancy, as per the parties' tenancy agreement;
2. Both parties agreed that this tenancy continues until it is ended in accordance with the *Act*;
3. The landlord agreed that the landlord's 10 Day Notice, dated August 2, 2019, was cancelled and of no force or effect;
4. Both parties agreed to bear the costs of the \$100.00 filing fees paid for their applications;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of their applications at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The landlord affirmed that she had the authority to make this agreement on behalf of the landlord company named in this application. During the hearing, the landlord consulted

both her witness building managers and confirmed that they were agreeable to settling this matter.

Conclusion

The tenant is required to pay full rent to the landlord by the first day of each month, for the remainder of this tenancy, as per the parties' tenancy agreement.

The landlord's 10 Day Notice, dated August 2, 2019, is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

Both parties must bear the costs of the \$100.00 filing fees paid for their applications.

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: September 27, 2019

Residential Tenancy Branch