



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 an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“Ten Day Notice”) pursuant to section 46.

The tenant attended. The landlord attended with agents LM and BW (“the landlord”).

No issues of service were raised. I find the Applicant served the Respondent as required under the Act.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 29 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

At the outset, the parties requested that the name of the landlord and the address of the unit be amended to reflect the correct name and address. The proceedings were accordingly amended.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The tenancy between the parties will end at 1:00 PM on March 31, 2020, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. The tenant is not required to pay the outstanding rent of \$289.00 due for the month of February 2020.
3. The tenant will pay to the landlord the monthly rent of \$959.00 due on March 1, 2020.
4. Upon the tenant's compliance with sections 1 and 3 above, the landlord shall forthwith pay to the tenant the sum of \$479.50, being one-half the rent paid by the tenant for the month of March 1, 2020.
5. The security deposit shall be dealt with by the parties pursuant to the *Act* when the tenant vacates the unit pursuant to this agreement.
6. The parties agreed the landlord withdraws the hearing scheduled April 16, 2020, the file number for which appears on the cover page.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following orders:

1. I issue to the landlord an Order of Possession dated March 31, 2020 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 21, 2020

Residential Tenancy Branch