



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MT, OLC, LAT

Introduction, Preliminary and Procedural Matters

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act (Act). The tenant applied for an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (Notice), for more time to apply to cancel the Notice, for an order requiring the landlord to comply with the Act, and for an order requiring the landlord to change the locks to the rental unit.

The tenant and the landlord's agents (landlords) attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

During the initial phase of the hearing, the tenant said that rent had been fully paid through the end of March 2020, as rent for January and the security deposit was paid by the end of January and the rent for February and March were paid on February 29, 2020.

The tenant also confirmed that the landlord has changed the locks.

The landlord confirmed that they were not seeking an order of possession of the rental unit and that the rent was fully paid through March 2020.

The landlord's only stated concern was that the monthly rent going forward be paid on time.

The parties additionally agreed that I would record their settlement, as noted below.

Settlement Agreement

The tenant and the landlord's agents agreed to the following terms and conditions:

1. The landlord agrees that the tenancy may continue, as long as the monthly rent is paid in full and on time;
2. The tenant agrees that the matters contained in the application for dispute resolution have been resolved; and
3. The parties acknowledge their understanding that this settled agreement resolves the matters contained in the tenant's application and that no finding is made on the merits of the said application for dispute resolution or the landlord's Notice.

Conclusion

The tenant and the landlord have reached a settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

The tenant is cautioned to pay the monthly rent in full and on time and that future late rent payments may result in the landlord serving the tenant another 10 Day Notice.

This decision containing the settlement of the parties 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: March 3, 2020

Residential Tenancy Branch