



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SRLAN HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNRL-S, OPR, FFL**

Introduction

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

- A monetary order for rent and/or utilities and authorization to retain a security deposit pursuant to sections 38 and 67;
- An Order of Possession for unpaid Rent pursuant to sections 46 and 55; and
- Authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing and was represented by property manager, RL ("landlord"). The tenant attended the hearing and was represented by his counsel, JF. The parties acknowledged the exchange of evidence and stated there were no concerns with timely service of documents and were prepared to deal with the matters of the applications.

Preliminary Issue

During the hearing, counsel for the tenant advised me that he filed an application to dispute the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and the hearing of that application has been scheduled for June 4, 2020 at 11:00 a.m. During the hearing, the tenant's application was crossed with the landlord's application pursuant to rule 2.14 of the Residential Tenancy Branch Rules of Procedure.

The tenant's application sought:

- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities pursuant to section 46; and
- A request for more time to cancel a Notice to End Tenancy pursuant to section 66.

Settlement Reached

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 or an order. 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 parties agree that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on March 2, 2020 is cancelled and of no further force or effect.
2. This tenancy shall continue with the rights and obligations of the parties continuing until the tenancy ends.
3. Counsel for the tenant agrees to provide his personal contact information to the landlord to facilitate payment of the tenant's rent.
4. The tenant agrees to compensate the landlord one half of the filing fee for this application in the amount of \$50.00.
5. The tenant's application set for hearing at 11:00 a.m. on June 4, 2020 is withdrawn and the hearing is cancelled.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of \$50.00.

Conclusion

Both the landlord's and tenant's Applications for Dispute Resolution are settled in the above terms pursuant to section 63 of the *Residential Tenancy Act*.

I issue a monetary order in the landlord's favour in the amount of **\$50.00**.

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: April 23, 2020