



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RED DOOR HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on August 21, 2020, wherein the Tenant sought to cancel a 1 Month Notice to End Tenancy for Cause issued on August 5, 2020.

Both parties called into the hearing. The hearing process was explained, and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The parties confirmed that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative claims.

The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure* as follows:

1. The Notice is withdrawn. The tenancy shall continue until ended in accordance with the *Residential Tenancy Act*.
2. The Tenant agrees to pay the Landlord the sum of \$409.50 for pest control on the following payment schedule:

- a. \$50.00 on the 1st of November 2020, and \$50.00 on the 1st day of each and every month thereafter by cheque/e-transfer until the outstanding debt has been paid in full.
3. The Tenant agrees that failure to make any payment with this payment schedule will be considered a breach of this payment schedule and will be reported to BC Housing and enforced by collection proceedings.
4. In the event the tenancy ends and a balance remains due, the tenant agrees to pay the balance due prior to move-out and/or within thirty (30) days of the date of notice given or the Tenant will forfeit her security deposit against any balance of the debt.

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: October 06, 2020

Residential Tenancy Branch