



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, by teleconference, was held on October 23, 2020. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- to cancel a 10-Day Notice to End Tenancy for Unpaid Rent (the Notice)

The Landlord and one of the Tenants attended the hearing. All parties provided testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties made an agreement with respect to the the Notice to End Tenancy that the Landlord issued.

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.

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:

- Both parties agree that monthly rent is due on the last day of each month, for the following month. (ie – September rent is due by August 31)
- Both parties also agree that the Notice, issued September 2, 2020, for \$1,200.00 in unpaid rent that was due on August 31, 2020, is hereby cancelled and is of no force or effect.
- The Tenant will remain in the rental unit and the tenancy will continue at this time.
- Rent remains payable in full (\$1,300.00 per month), by the last day of the month, for the following month, the same time as it always has been.
- The parties agree that as of the time of this hearing, the amount of outstanding rent is \$1,050.00, up until the 30th of October 2020.
- In order to pay off the balance of \$1,050.00, the Tenant agrees to pay \$150.00 per month, the same day rent is due. The parties agree that this will occur for the following 7 months (until the \$1,050.00 has been paid off), with the first additional payment of \$150.00 being due on October 31, 2020. In other words, the Tenant will pay \$1,450.00 by October 31, 2020, which is comprised of \$1,300.00 of base rent for November, plus \$150.00 in accrued debt repayment. This will continue for 7 months, until the debt is repaid.
- Failure to pay rent, and the agreed additional payments, in full, in the above noted manner may result in the Landlord issuing a new 10 Day Notice to End Tenancy for Unpaid Rent.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of the Notices to End Tenancy.

Since this resolution came to fruition by mutual consent and settlement, I have not made any findings on the merits of the Notices issued. As such, I decline to award the recovery of the filing fee, pursuant to section 72 of the Act.

Conclusion

The Notice to End Tenancy is cancelled by mutual consent, and is of no force or effect

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 23, 2020

Residential Tenancy Branch