



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR; CNR, MNDCT, RP, LRE

Introduction

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

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated September 2, 2020 ("10 Day Notice"), pursuant to section 46; and
- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated July 6, 2020 ("1 Month Notice"), pursuant to section 47.

This hearing also dealt with the tenant's second application pursuant to the *Act* for:

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated October 2, 2020 ("10 Day Notice"), pursuant to section 46;
- a monetary order of \$2,500.00 for compensation under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to make repairs to the rental unit, pursuant to section 33; and
- an order restricting the landlord's right to enter the unit, pursuant to section 70.

The landlord's agent JW ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that he was the property manager for the landlord company named in this application and that he had permission to speak on its behalf. The landlord's agent DB attended the hearing but did not testify. This hearing lasted approximately 21 minutes.

The landlord confirmed receipt of the tenant's two applications for dispute resolution and notices of hearing and the tenant confirmed receipt of the landlord's evidence. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served

with the tenant's two applications and the tenant was duly served with the landlord's evidence.

The landlord stated that he did not receive a copy of the tenant's evidence. The tenant stated that she did not serve her evidence to the landlord. As both parties settled this application and I was not required to make a decision or consider the evidence, I do not find it necessary to make findings regarding service of the tenant's evidence.

Both parties confirmed that they were ready to proceed with the hearing and settle this application.

Settlement Terms

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 and orders. 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 tenant agreed to pay the landlord \$1,400.00 for November 2020 rent by November 12, 2020;
2. The tenant agreed to pay the landlord \$677.56 for outstanding rent, according to the following payment plan:
 - a. Payments will be made on the 20th day of each month;
 - b. Payments will begin in November 2020 and end in March 2021;
 - c. Payments of \$150.00 per month will be made from November 2020 to February 2021;
 - d. The final payment of \$77.56 will be made on March 20, 2021;
3. The landlord agreed that all of the landlord's notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect;
4. The tenant agreed to open a Fortis gas account in her name for the rental unit, by November 12, 2020;
5. The landlord agreed to advise the tenant about the outstanding Fortis gas utility amounts that the tenant owes for the rental unit, by November 30, 2020, and the tenant agreed to pay these outstanding amounts to the landlord;

6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

I order both parties to comply with all of the above settlement terms.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$2,077.56. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$2,077.56 as per conditions #1 and #2 of the above agreement. The tenant must be served with this Order. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

All of the landlord's notices to end tenancy, issued to the tenant, to date, are cancelled and 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: November 02, 2020

Residential Tenancy Branch