



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Realty Alliance Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, FFT

### Introduction

This hearing was scheduled to deal with a tenant's application to cancel a *10 Day Notice to End Tenancy for Unpaid Rent or Utilities* ("10 Day Notice").

Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

At the outset of the hearing, I explored service of hearing documents upon each other. The tenant testified that he sent the proceeding package to the landlord via registered mail although he did not know the date he had done so. The landlord's agent confirmed receipt of a "letter" regarding the hearing via registered mail.

I asked the landlord's agent to turn to the documents received from the tenant to which the landlord stated he was driving. I instructed the landlord to park his vehicle so that he may review documents and provide his full attention to the hearing without jeopardizing the health and safety of other motorists. The landlord's agent stated he would park his vehicle.

As for documentation served upon the landlord, the landlord's agent testified that the tenant did not provide a copy of the 10 Day Notice or the tenancy agreement. The landlord's agent conceded that he did not provide a copy of the 10 Day Notice or the tenancy agreement either and he did not have these documents with him.

I informed the parties that in the absence of a copy of the subject Notice to End Tenancy I could not verify the validity and enforceability of the document and in the absence of such verification I would not be able to provide an Order of Possession to the landlord under section 55(1) of the Act.

The parties indicated they had reached a mutual agreement in resolution of this dispute. By way of this decision, I have recorded the mutual agreement I heard during the hearing.

#### Issue(s) to be Decided

What is the mutual agreement reached by the parties?

#### Background and Evidence

The parties mutually agreed upon the following term(s) during the hearing:

1. The tenant shall pay rental arrears of \$2500.00 to the landlord no later than March 15, 2021.
2. Upon receipt of the payment above, the tenancy shall continue until such time it legally ends.
3. Should the tenant fail to meet the obligation set out in term 1. the landlord may pursue ending the tenancy.

#### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

By way of this decision, I have recorded the mutual agreement reached by the parties during the hearing as set out in the "Background and Evidence" section of this decision.

#### Conclusion

The parties resolved this dispute by way of a mutual agreement that I have recorded in this decision.

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: March 02, 2021

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Residential Tenancy Branch