



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FFT

Introduction

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

- cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to section 46; and
- authorization to recover the filing fee for this application from the landlords, pursuant to section 72.

The tenant's application for dispute resolution named only landlord P.E. as a landlord. Landlord O.E. attended the hearing and testified that she is an owner of the subject rental property and is the landlord the tenant currently pays rent to. This was not disputed by the tenant. I find that landlord O.E. meets the definition of landlord set out in section 1 of the *Act*. Pursuant to section 64 of the *Act*, I amend the tenant's application to include landlord O.E. as a landlord.

The tenant, the tenant's assistant and landlord O.E. attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties agree that only landlord P.E. was served with this application for dispute resolution. Landlord O.E. testified that even though she was not properly served, she was willing to proceed with this hearing and to enter into a settlement agreement with the tenant. Landlord O.E. testified that she received the hearing information from the Residential Tenancy Branch. I find that landlord O.E. was sufficiently served, for the purposes of this *Act*, pursuant to section 71 of the *Act*.

Analysis

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, engaged in a conversation, 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:

1. Both parties agree that December 2020's rent was paid in full.
2. The landlord agrees to cancel the 10 Day Notice to End Tenancy for Unpaid Rent dated December 3, 2020.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

Conclusion

The 10 Day Notice to End Tenancy for Unpaid Rent dated December 3, 2020 is 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: March 05, 2021

Residential Tenancy Branch