



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KKBL 629 Ventures Ltd. dba Wildwood  
Park and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, AS, FFT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an Order to cancel the 10 Day Notice to End Tenancy for Unpaid Rent dated March 16, 2021; for an order to allow an assignment or sublet when permission has been unreasonably denied; and to recover the \$100.00 cost of their Application filing fee.

The Tenant, L.O., and an agent for the Landlord, B.S. ("Agent"), appeared at the teleconference hearing. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

The Tenants provided their email addresses in the Application and the Landlord provided her email address in the hearing. They confirmed their understanding that the Decision would be emailed to both Parties at these addresses.

### **Settlement Agreement**

During the hearing, the Parties advised me that they had come to an agreement as to moving forward with their issues. They agreed to settle these matters on the following conditions:

1. The Parties agree to mutually withdraw the 10 Day Notice dated March 16, 2021.

2. The Tenants withdraw their Application in full as part of this mutually agreed settlement.
3. The Parties agree that the tenancy shall continue until ended in accordance with the Act.
4. The Tenant, S.S., agrees to make payments toward her outstanding rent owing to the Landlord, by letting the Landlord know how much she will pay, and making these payments, as soon as possible each month.

This Settlement Agreement was reached in accordance with section 63 of the Act. The Parties confirmed at the end of the hearing that this Agreement was made on a voluntary basis and that the Parties understood the binding nature of this full and final settlement of these matters.

#### Conclusion

This matter was resolved by way of a mutually settled Agreement. In recognition of this Settlement Agreement and based on the above, I hereby Order that the 10 Day Notice to End Tenancy for unpaid rent dated March 16, 2021 is cancelled and is of no force or effect.

I Order the Parties to comply with their Settlement Agreement described above.

The tenancy shall continue until ended in accordance with the Act.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: July 06, 2021

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Residential Tenancy Branch