



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FFT

Introduction

On June 29, 2021, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord and Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me. As such, I find that the evidence before me is admissible for this hearing.

Preliminary Matters

Section 63 of the Act allows an Arbitrator to 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 include an Order. Accordingly, I assisted the parties to resolve this dispute by helping them negotiate terms for a Settlement Agreement with the input from both parties.

Settlement Agreement

The Landlord and Tenant confirmed during the hearing that this agreement was made voluntarily and that it was made in full satisfaction of the Tenant’s Application.

1. The Landlord agreed to withdraw the 10 Day Notice to End Tenancy for Unpaid Rent, dated June 25, 2021.
2. The Tenant agreed to ~~submit payment (bank draft or otherwise)~~, **reissue the bank draft**, in the amount of \$1,550.00, to the Landlord for April 2021 rent, within 30 days of receiving this Decision.
3. The Landlord, **as noted in the Show Cause of this Decision, personally** agreed to indemnify the Tenant if the Tenant provides proof that the Scotiabank bank draft #958494, dated March 31, 2021 (the “original bank draft”), is cashed any time in the future.

4. The Landlord agreed to compensate the Tenant in the amount of \$100.00, for the trouble the Tenant incurred as a result of the lost original bank draft.
5. The Landlord agreed to compensate the Tenant for the cost of the filing fee in the amount of \$100.00.
6. This Application is now closed.

This agreement was summarized for the parties on two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms. The Landlord and the Tenant both acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

Conclusion

The above Settlement Agreement is made in full satisfaction of the Tenant's Application.

As discussed with parties during the hearing, to give effect to the settlement reached between them, I issue the attached Monetary Order for compensation, in the amount of \$200.00. The Tenant is provided with this Order in the above terms and the Landlord must be served with this Order in the event that the Landlord fails to pay the Tenant the compensation, as agreed to in the Settlement Agreement. Should the Landlord fail to comply with this Order, this Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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 26, 2021

Residential Tenancy Branch

This order/decision is amended pursuant to Section 78(1) of the Residential Tenancy Act this 2nd day of November, 2021.