



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FFT

Introduction

The Tenant applies to cancel a 10-Day Notice to End Tenancy pursuant to s. 46 of the *Residential Tenancy Act* (the “*Act*”). They also seek return of their filing fee pursuant to s. 72 of the *Act*.

E.P. appeared on her own behalf as the Tenant. S.P., an occupant of the rental unit, attended with the Tenant. S.M. appeared as agent for the Landlord and J.S. attended as counsel for the Landlord.

The parties affirmed to tell the truth during the hearing and were given a full opportunity to be heard, to present sworn testimony, question the other party and to make submissions. I advised the parties of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing.

The Landlord issued a 10-Day Notice to End Tenancy for unpaid rent signed on May 1, 2021. The parties confirmed that the Notice to End Tenancy was posted to the Tenant's door on May 14, 2021. The Tenant confirmed receipt of the Notice to End Tenancy on the same day. I find that the Notice to End Tenancy was served in accordance with s. 88 of the *Act* on May 14, 2021.

The Tenant advised personally serving the Notice of Dispute Resolution on the Landlord on June 9, 2021. Additional evidence was also provided by the Tenant, which was served on the Landlord by way of email on September 12, 2021. The Landlord

acknowledged receipt of the Notice of Dispute Resolution and the evidence and did not raise issue with its inclusion into the record. I find that the Landlord was served with the Notice of Dispute Resolution on June 9, 2021 in accordance with s. 89 of the *Act*. Pursuant to s. 71 of the *Act*, I find that the evidence was sufficiently served on September 12, 2021.

Settlement

Pursuant to section 63 of the *Act*, I 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, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

- 1) The Tenant is to provide vacant possession of the rental unit to the Landlord no later than 1:00 PM on October 31, 2021.
- 2) The Landlord waives their claim for unpaid rent for the months of April, May, June, July, August, and September 2021. The Landlord further waives claim to rent for the month of October 2021.
- 3) The Landlord will keep the security deposit currently held in trust for the Tenant. The Tenant agrees to forego any claim for return of the security deposit currently held by the Landlord at the end of the tenancy.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other. The Tenant shall bear their own costs for their application.

Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

If the Tenant does not comply with the order of possession after it takes effect, it may be filed with the Supreme Court of British Columbia 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 13, 2021

Residential Tenancy Branch