



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ALBERT HEIGHTS PROPERTY
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: Landlord: FFL, MNR-DR, OPR-DR
Tenant: CNR

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- an Order of Possession for non-payment of rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72 .

The tenant requested:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Both parties were clearly informed of the RTB Rules of Procedure about behaviour including Rule 6.10 about interruptions and inappropriate behaviour, and Rule 6.11 which prohibits the recording of a dispute resolution hearing by the attending parties. Both parties confirmed that they understood.

Both parties confirmed receipt of each other’s applications for dispute resolution hearing package (“Applications”) and evidence. In accordance with sections 88 and 89 of the *Act*, I find that both the landlord and tenant duly served with the Applications and evidence.

The landlord provided undisputed testimony that the tenant was served with a 10 Day Notice dated April 3, 2022, and a second 10 Day Notice on May 2, 2022. In accordance with section 88 of the *Act*, I find that the tenant duly served with both 10 Day Notices.

Analysis

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time

1. The tenant agreed to pay the landlord \$1,370.00 in cash for the April 2022 rent on or before August 19, 2022.
2. The landlord agreed that the above payment satisfies the outstanding rent for April 2022.
3. The landlord agreed to cancel both 10 Day Notices dated April 3, 2022 and May 2, 2022.
4. Both parties agreed that this tenancy will continue until ended in accordance the *Act*.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the landlord's favour in the amount of \$1,370.00 to be paid by August 19, 2022. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

As discussed during the hearing, the landlord is provided with an Order of Possession if the tenant fails to abide by condition #1 of the above agreement. The tenant(s) must be served with this Order in the event that the tenant does not abide by that condition. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The 10 Day Notices dated April 3, 2022 and May 2, 2022 are cancelled.

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: August 12, 2022

Residential Tenancy Branch