



Dispute Resolution Services

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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:

1. Cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") pursuant to Sections 46(1) and 62 of the Act; and,
2. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlord and the Tenant attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

Settlement

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.

The parties were amenable to reaching a mutual agreement on this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I

could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The Parties agree that \$1,400.00 is owing in outstanding rent in this tenancy;
2. The Tenant agrees to pay \$900.00 on or before the first day of each month which covers the next month's rent, plus \$100.00 towards the outstanding rent owing;
3. The Tenant is free to pay the Landlord more in any month than the \$900.00, and these extra payments will go towards the outstanding rent owing;
4. The Parties are ordered to comply with all these settlement terms; and,
5. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with this agreement. Both Parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these 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

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: August 12, 2022

Residential Tenancy Branch