



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ELDE ENTERPRISES LTD
and [tenant name is suppressed to protect privacy]

DECISION

Dispute Codes **CNR, MNDCT, OLC, FFT**

Introduction

The Tenant's Application for Dispute Resolution was made on January 5, 2023 (the "Tenant's Application"). The Tenant applied for the following relief, pursuant to the Act:

- an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated January 2, 2023 (the "10 Day Notice");
- a monetary order for damage or compensation;
- an order that the Landlord comply with the Act; and
- and order granting the return of the filing fee.

The Tenant and the Landlord's Agent attended the hearing at the appointed date and time. The parties confirmed service and receipt of their respective Application and documentary evidence packages. I find these documents were sufficiently served pursuant to Section 82 of the Act.

Preliminary and Procedural Matters

The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. For example, if a party has applied to cancel a notice to end tenancy, or is applying for an order of possession, an Arbitrator may decline to hear other claims that have been included in the application and the Arbitrator may dismiss such matters with or without leave to reapply.

I find that the most important issue to determine is whether or not the tenancy is ending based on the 10 Day Notice. The Tenant's request for a monetary order for money owed or compensation for damage or loss, and an order that the Landlord comply with the *Act* are dismissed with leave to reapply.

The opportunity for settlement was discussed with the parties during the hearing. 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. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The Tenant agreed to pay the Landlord \$415.00 for January 2023 rent. The Tenant agreed to pay this rent amount to the Landlord no later than 12:00pm (Noon) on May 9, 2023.
2. The Landlord agreed to withdraw the 10 Day Notice dated January 2, 2023 and continue the tenancy, until it is ended in accordance with the *Act*.
3. The Tenant agrees to withdraw the Application to cancel the 10 Day Notice based on the mutual agreement reached between the parties.

This settlement agreement was reached in accordance with section 56 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described 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 *Manufactured Home Park Tenancy Act*.

Dated: May 08, 2023

Residential Tenancy Branch