



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RED DOOR HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      O MT CNC

### Preliminary Issues

Section 47(4) of the Act stipulates that a tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

The Tenant has filed seeking more time to make their application to cancel the notice to end tenancy issued for cause. The Notice was served to the Tenant on March 4, 2013 and the Tenant filed their application on March 5, 2013.

Based on the above I find the Tenant has filed their application within the stipulated time frames. Accordingly, their request for more time is moot and is hereby dismissed.

### Introduction

This hearing dealt with an Application for Dispute Resolution filed on March 5, 2013 by the Tenant to cancel a 1 Month Notice to end tenancy issued for cause and for other reason.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

The Landlord submitted documentary evidence which included, among other things, copies of: the tenancy agreement; six 10 Day Notices issued between December 1, 2011 and March 4, 2013; a notice of rent contribution change; a breach letter issued to the Tenant January 4, 2013; a letter issued to the Tenant February 5, 2013; and a 1 Month Notice issued March 4, 2013.

The Tenant did not submit documentary evidence to support their application.

The parties confirmed they entered into a month to month tenancy agreement that began on July 15, 2010. The market value rent is \$980.00 and the Tenant's subsidized rent contribution is \$638.00 as of June 1, 2012. Rent is payable on the first of each month and on June 24, 2010 the Tenant paid \$490.00 as the security deposit based on market value rent.

During the course of this proceeding the parties agreed to settle these matters.

Analysis

The parties mutually agreed to continue to the tenancy and settle these matters on the following terms:

- 1) The Tenant agrees to withdraw her application;
- 2) The Landlord agrees to withdraw the 1 Month Notice for repeated late payment of rent;
- 3) The Tenant will provide the Landlord with post dated cheques dated for the first of each month for full payment of her subsidised rent;
- 4) The Tenant agrees that her rent will be paid by the first of each month in accordance with the tenancy agreement.

In support of this settlement agreement the Landlord will be issued a conditional Order of Possession that would become effective upon two days of service in the event the Tenant does not comply with the above agreement.

Conclusion

The Landlord has been issued a conditional Order of Possession that will become effective upon two days of service upon the Tenant if the Tenant fails to comply with the above noted settlement agreement.

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: April 09, 2013

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Residential Tenancy Branch

