



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BURNABY ASSOCIATION FOR COMMUNITY INCLUSION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, FF

Introduction

This hearing was convened in relation to the tenant's application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice) and to recover his filing fee from the landlord.

The tenant and the landlord's agent appeared. The agent is the building manager and an employee of the landlord.

The tenant confirmed that he had received all of the landlord's evidence. The agent appeared at this hearing on behalf of the landlord and did not raise any issues with service of the tenant's dispute resolution package. On the basis of this evidence, I am satisfied that the parties had effective service of all necessary documents pursuant to sections 88 and 89 of the *Residential Tenancy Act* (the Act).

The agent testified that the landlord served the tenant with the 10 Day Notice by delivering the notice to a co-tenant. The landlord also served the 10 Day Notice by registered mail. The landlord provided me with a tracking number that confirmed service. On the basis of this evidence, I am satisfied that the tenant was served with the 10 Day Notice pursuant to sections 88 and 90 of the Act.

In the course of the hearing the agent proposed a settlement by which this tenancy would end.

Analysis

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The landlord agreed to withdraw the 10 Day Notice.
3. The tenant agreed to provide the landlord with vacant possession of the rental unit on or before one o'clock in the afternoon on 22 March 2015.
4. The landlord agreed that it would forgive the tenant's rent arrears to date.

I explained to the tenant that I would issue an order of possession and that this order was binding on all occupants of the rental unit.

The parties both indicated that they understood the terms of this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The tenant's application is withdrawn. The landlord's 10 Day Notice is cancelled

The attached order of possession is to be used by the landlord if the tenant(s) do(es) not vacate the rental premises in accordance with this agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant(s) with this order so that it may enforce it in the event that the tenant(s) do(es) not vacate the premises by the time and date set out in their agreement. 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.

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

Residential Tenancy Branch