



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice), pursuant to section 46 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agents G.E. and P.B., with G.E. speaking on behalf of the landlord.

As both parties were present, service of documents was confirmed. The landlord confirmed receipt of the tenant's Notice of Dispute Resolution Proceeding, personally served to landlord's agent P.B. The tenant confirmed receipt of the landlord's evidence, posted to her door. As the evidence uploaded by the tenant to the Residential Tenancy Branch dispute website included bank statements not served to the landlord, I advised that I would not be considering evidence that was not served to the landlord. Other than as explained, I find that the parties served the relevant documents in this matter in accordance with sections 88 and 89 of the *Act*.

At the outset of the hearing, the tenant explained that she had not been able to pay all her rent for November or December 2018 due to the fact that she could not find work and did not qualify to receive employment insurance benefits. The tenant stated that she had applied for social assistance, but her claim was denied. The landlord was agreeable to considering a future-dated Order of Possession to allow the tenant more time to find other living accommodations.

Issue(s) to be Decided

Should the landlord's notice to end tenancy be cancelled? If not, is the landlord entitled to an Order of Possession on the basis of the notice?

Analysis

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

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

1. The tenant agreed to return vacant possession of the rental unit to the landlord by no later than 1:00 p.m. on December 31, 2018. The landlord is provided with an Order of Possession for this date and time, enforceable only in the event that the tenant fails to vacate the rental unit per the terms of this settlement.
2. The tenant agreed to make payment to the landlord of \$250.00 towards the owed rental arrears. The landlord is provided with a Monetary Order for this amount dated December 21, 2018, enforceable only in the event that the tenant fails to pay the \$250.00 per the terms of this settlement.
3. The tenant agreed that the landlord retain the security deposit of \$775.00 currently held by the landlord, in satisfaction of the remaining owed rental arrears.
4. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenant's application for dispute resolution filed on November 7, 2018, and the landlord's 10 Day Notice to End Tenancy dated November 5, 2018. As such, the tenant's application is dismissed in its entirety, and the landlord's 10 Day Notice is cancelled and is of no force or effect.
5. The parties agreed to the terms of this settlement free of any duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following Orders:

- 1) I issue to the landlord the attached Order of Possession to be served on the tenant **ONLY** if the tenant fails to provide vacant possession of the rental property per the terms of the settlement.

Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

- 2) I issue to the landlord the attached Monetary Order in the amount of \$250.00 to be served on the tenant by the landlord **ONLY** if the tenant fails to pay the landlord per the terms of the settlement.

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. If the tenant only makes a partial payment and not the total amount, this partial payment must be accounted for if the landlord is enforcing the Monetary Order.

The tenant's application for dispute resolution dated November 7, 2018 is dismissed in its entirety.

The landlord's 10 Day Notice to End Tenancy dated November 5, 2018 is cancelled and of no force or effect.

The tenancy ends by way of this settlement.

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: December 17, 2018

Residential Tenancy Branch