

Decision

Dispute Codes:

CNC

Introduction

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause dated September 15, 2008. Both parties appeared and gave affirmed testimony in turn.

The One-Month Notice to Notice to End Tenancy for Cause dated September 15, 2008, a copy of which was submitted into evidence, indicated that “ *The tenant is repeatedly late paying rent*”. The effective date was October 31, 2008.

Issue(s) to be Decided

At the outset of the hearing the parties advised that a mutual agreement had been reached containing the following terms:

1. The parties agree that the current tenancy agreement will no longer exist as of October 30, 2008.
2. The parties agree that if a substantial portion of the debt for utilities has been repaid by October 30, 2008, confirmed in writing by the municipality, the landlord will refrain from enforcing an Order of Possession and the landlord may consider entering into a new tenancy agreement with the tenant.
3. The parties agree that if the exterior of the premises is brought up to the same condition as at the time the tenants moved in by the deadline of October 30, 2008, the landlord will refrain from enforcing an Order of Possession and may consider entering into a new tenancy agreement with the tenant.

4. The parties agree that the landlord will physically inspect the premises during the month of October 2008 and both agree that should the landlord determine that significant progress towards restoring the condition of the premises has not been achieved by the tenants as of October 28, 2008, the landlord will not consider entering into a new tenancy agreement with the tenant and will enforce an Order of Possession effective November 15, 2008.
5. The parties agree that an order of possession effective November 15, 2008 will be issued, but will not be served on the party nor enforced except in compliance with the terms described above.

Conclusion

Based on the agreement reached by the parties, I hereby dismiss the tenant's application and issue an Order of Possession in favour of the landlord that may or may not be served on the tenant and enforced, at the landlord's discretion and pursuant to the above mutually agreed-upon terms.

October 23, 2008

Date of Decision