



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNR, MNDC, FF, O

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy and a monetary order.

The hearing was conducted via teleconference and was attended by the tenant, the landlord and the landlord's agent.

### Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 10 Day Notice to End Tenancy for Unpaid Rent; to a monetary order for compensations for loss or damage under the *Residential Tenancy Act (Act)*; and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to sections 46, 67, and 72 of the *Act*.

### Background and Evidence

During the hearing the parties came to the following settlement agreement:

1. The tenant withdraws her application in its entirety;
2. The tenant agrees to pay the landlord's property manager no later than the close of business on Thursday, September 30, 2010 the full rent owed for the month of September 2010 by cash, bank draft, or money order;
3. The tenant agrees to pay the landlord's property manager no later than the close of business on Friday, October 1, 2010 the full rent owed for the month of October 2010 by cash, bank draft, or money order; and
4. Should the tenant fail to make either or both payments, she agrees to vacate the rental unit.

Conclusion

In support of this settlement agreement I find that the landlord is entitled to an Order of Possession effective **two days after service on the tenant**. This order must be served on the tenant and may be filed in the Supreme Court and enforced as an order of that Court.

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: September 29, 2010.

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Dispute Resolution Officer