



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant for an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent issued by the Landlord.

The Tenant and the Landlord's Agent appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

### Issue(s) to be Decided

Is the Tenant entitled to an Order to cancel the Notice to End Tenancy?

### Background and Evidence

This tenancy began on September 1, 2009, on a month to month basis. The monthly rent is \$633.00.

Based on affirmed testimony the Landlord served the Tenant a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") on December 7, 2010, by posting on the door, with a stated effective date of December 17, 2010. Where a Notice is posted on the door, it is deemed to be received three days later under section 90 of the Act. Accordingly, the effective date on the Notice is automatically changed December 20, 2010 under section 53 of the Act.

Pursuant to the rules of procedure, the Landlord's Agent proceeded first in the hearing, explaining why the Notice was issued.

The Landlord provided affirmed testimony stating that the December 2010 rent was not timely paid and that since the issuance of the Notice, various amounts of rent have been paid. The Landlord testified that the current amount of rent through the day of the hearing was \$211.00.



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The Tenant's Advocate stated that the Tenant's assistance payments had been delayed, but that the problems have been or will be sorted out.

## Settled Agreement

After testimony by both parties, the Landlord and Tenant reached a settled agreement. The Tenant acknowledged and agreed that the unpaid rent of \$211.00 will be paid forthwith and that future rent will be paid in full and when due.

The Tenant understands that the Landlord will be issued an order of possession, based upon the settled agreement, and that if the Tenant fails to pay \$211.00 by the end of January 2011, the Landlord may obtain a writ of possession and have the Tenant evicted.

## Conclusion

The Landlord and Tenant have reached a settled agreement that the tenancy will end unless the amount of \$211.00 is paid by January 31, 2011.

Based upon the settled agreement, as provided in section 63 of the Act, I grant the Landlord an **Order of Possession** that is effective on January 31, 2011, **at 1:00 p.m.**, unless payment of \$211.00 is paid by the Tenant to the Landlord by January 31, 2011. In the event the Tenant not pay this amount, the Order of Possession may 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: January 07, 2011.

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Residential Tenancy Branch