



Dispute Resolution Services

Page: 1

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 to cancel a 10 Day Notice to End Tenancy for Unpaid Rent issued by the Landlord.

The parties 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 there a basis to cancel the Notice to End Tenancy for Unpaid Rent?

Background and Evidence

I heard testimony that this tenancy began on February 1, 2010, on a month to month basis, monthly rent is \$995.00 and that the Tenant paid 2/3 of the security deposit.

I heard affirmed testimony that the Landlord issued the Tenant a 10 day Notice to End Tenancy for Unpaid Rent (the "Notice") on February 20, 2011, with a stated effective date of March 15, 2011, and listing \$95.00 as unpaid rent as of January 1, 2011. The Landlord testified that since the Notice was issued, the March 2011 rent cheque was returned for having insufficient funds and that the Tenant currently owed \$1,090.00.

The Tenant testified that there have been recent problems with his disability cheques being deposited on time, causing his rent cheque to bounce, but that he would be investigating why this was the case.

Settled Agreement

After testimony by both parties, the Landlord and Tenant reached a settled agreement. The Tenant requested time to investigate why his disability funds were not being

deposited and believed that the situation would be corrected shortly, and that future rent payments would be paid on time and the cheques honoured. The Landlord agreed to allow the Tenant this time, until the end of March 2011, but requested an Order of Possession in the event he has not been paid the amount of \$1,090.00 in full by the end of March 2011. Further the Landlord agreed to withhold service of the Order of Possession until the last day of March 2011 and will not serve the Order if the Tenant continues timely rental payments, on the 1st day of each succeeding month.

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 \$1,090.00.00 by March 31, 2011, the Order may be filed in the Supreme Court and enforced as an order of that Court.

The Tenant accepts and affirms that he owes the Landlord the amount of \$1,090.00 in unpaid rent.

I accept the mutual agreement reached between the parties and I make it an order to be binding upon both parties.

Conclusion

The Landlord and Tenant have reached a settled agreement that the tenancy will end unless the amount of \$1,090.00 is paid by March 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 2 days after service on the Tenant, **unless** payment of \$1,090.00 is paid by the Tenant to the Landlord by March 31, 2011.

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: March 15, 2011.

Residential Tenancy Branch