

## **DECISION**

Dispute Codes      MT, CNR

### Introduction

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

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy pursuant to section 66; and
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent for February 2011 pursuant to section 46.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that she gave the tenant's male witness the 10 Day Notice to End Tenancy for Unpaid Rent for February 2011 on February 21, 2011. The tenant said that this notice was given to them on February 24, 2011. The parties agreed that the landlord gave the tenant a second 10 Day Notice to End Tenancy for Unpaid Rent for March 2011 on March 2, 2011. The parties agreed that the tenant handed the landlord her dispute resolution hearing package on March 2, 2011 at 1:00 p.m. I am satisfied that these documents were served to one another by the parties in compliance with the *Act*.

At the hearing, the landlord made an oral request for an Order of Possession if the tenant's application for cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent for February 2011 were dismissed. The landlord also asked for an Order of Possession for the 10 Day Notice to End Tenancy for Unpaid rent for March 2011. I could not consider this second request because that second Notice is not before me.

### Issues(s) to be Decided

Is an extension of time to apply for dispute resolution necessary and if so, should one be granted to the tenant? Should the landlord's Notice to End Tenancy for Unpaid Rent for February 2011 be cancelled? Is the landlord entitled to an Order of Possession?

### Background and Evidence

This month-to-month tenancy commenced on or about July 24, 2009. At the commencement of this tenancy, monthly rent was set at \$900.00, payable on the first of each month. The tenant testified that the landlord permitted her to reduce her rent to \$700.00 during the course of this tenancy. The tenant's failure to pay \$200.00 of the February 2011 rent that the landlord considers owing resulted in the landlord's issuance of the February 2011 Notice to End Tenancy.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer 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 this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following resolution of the tenant's application.

The tenant committed to end this tenancy and vacate the rental premises by one o'clock in the afternoon on March 27, 2011.

These particulars comprise the full and final settlement of the application before me for both parties.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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*.