



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### 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 and agents appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in documentary form, and to make submissions to me.

### Issue(s) to be Decided

Is the tenant entitled to an Order cancelling the Notice to End Tenancy?

Can the parties reach a mutual agreement to resolve this dispute?

### Background and Evidence

There was no written tenancy agreement entered into evidence; however I heard testimony that this tenancy began 8-11 years ago and monthly rent is \$500.00, with an additional \$100.00 to be paid each month to satisfy an outstanding debt owed by the tenant to the landlord.

Based on affirmed testimony of the landlord's agent and the evidence, the landlord issued a 10 day Notice to End Tenancy for Unpaid Rent (the "Notice") on June 2, 2011, by posting on the door, with a stated effective move out date of June 15, 2011.

The parties dispute the amount of unpaid rent owed to the landlord.

The landlord requested an order of possession during the hearing.

### Settled Agreement

After the tenant announced he was vacating the rental unit, a discussion ensued to explore a possible settlement of the issue.

The parties decided to settle their differences, with the landlord and the tenant agreeing that this tenancy will end and agree to the following terms and conditions:

1. The landlord will be issued an order of possession, which will list an effective date of July 25, 2011;
2. The tenant will vacate the rental unit on or before **July 27, 2011, at 3:00 p.m.** and understands the landlord will or may execute the order of possession and obtain a writ of possession, based upon the settled agreement, if the tenant fails to move out on or before by **July 27, 2011 at 3:00 p.m.**

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

The parties understand that this Decision does not address any financial issues which may remain between the parties due to the constraints of the tenant's application.

### Conclusion

The landlord and tenant have reached a settled agreement that the tenancy will end on or before July 27, 2011, at 3:00 p.m.

Based upon the settled agreement, as provided in section 63 of the Act, I grant the Landlord an **Order of Possession** to be enforced as agreed and stated above.

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: July 18, 2011.

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Residential Tenancy Branch