



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: CNC

For the landlord: OPC, MNSD, MNR, FF

Introduction

This hearing dealt with cross applications of the parties.

The tenant filed an application seeking cancellation of a 10 Day Notice to End Tenancy for Unpaid rent, issued by the landlord, via personal delivery, on July 8, 2011.

The landlord applied for an order of possession based upon the 10 Day Notice to End Tenancy for Unpaid Rent issued to the tenant, a monetary order for unpaid rent and recovery of the filing fee.

The tenant's daughter appeared at the hearing and requested an adjournment due to the tenant, her mother, being confined in the hospital at the time of the hearing. Despite the daughter stating that her mother's social worker had faxed information confirming the tenant's hospital confinement, I have not received nor have evidence that the confirmation was received.

However, after brief discussion and testimony concerning the details of the tenancy and the 10 Day Notice to End Tenancy for Unpaid Rent, the parties announced an interest in resolving their differences and agreed to explore a settlement.

The tenant's daughter stated that she had authority to act on behalf of her mother in the event an adjournment was not granted.

Issue(s) to be Decided

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

Is the landlord entitled to an Order of Possession and an order for monetary relief?

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

Settled Agreement

After discussion, the landlord and the tenant's daughter and agent agree to the following terms and conditions:

1. The tenant understands the landlord will be issued an order of possession, based upon the settled agreement, effective on August 31, 2011, at 1:00 p.m.
2. The landlord agrees not to serve the order of possession on the tenant unless the tenant fails to make arrangements to have her social assistance benefits directed to the landlord for payment of her future monthly rent payments, on or before August 31, 2011 **and** if the tenant fails to ensure that the rent of \$500.00 for July 2011, is paid, preferably through the tenant's social assistance benefits;
3. The tenant agrees and understands that she is to take steps on or before August 31, 2011, to have her social assistance benefits directed to the landlord for payment of her monthly rent and that if she fails to take these steps, the landlord may serve the Order of Possession on the tenant and obtain a writ of possession;
4. The tenant agrees that the landlord is entitled to and will be issued a monetary order in the amount of \$550.00, for unpaid rent of \$500.00 for July 2011, and the filing fee of \$50.00;
5. The tenant is to immediately take steps to have the July 2011 rent paid through direct payment to the landlord through the tenant's social assistance benefits, the failure of which will entitle the landlord to serve the Order of Possession upon tenant and obtain a writ of possession;

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's agent have reached a settled agreement that the tenancy will end unless the amount of \$500.00 in unpaid rent for July 2011, is paid on or before August 31, 2011 or in the alternative, the tenant has taken steps to ensure that the payment will be directed to the landlord through her social assistance benefits.

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 August 31, 2011, at 1:00 p.m.** unless the tenant has taken steps to have the July payment of rent in the amount of \$500.00 and have future rent payments directed to the landlord.

In the event the tenant does not pay this amount or ensure that amount is paid, this order may be filed in the Supreme Court and enforced as an order of that Court.

Based upon the settled agreement, I provide the landlord a **monetary order** for **\$550.00**. In the event the tenant does not pay this amount on or before August 31, 2011, or take steps to ensure that the landlord receive this payment through her social assistance benefits, the Order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This settled agreement 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: August 16, 2011.

Residential Tenancy Branch