

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the tenant's application pursuant to section 46 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice).

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The tenant confirmed that the landlord who attended the hearing (the landlord) handed him the first 10 Day Notice on August 1, 2011. The tenant confirmed that he received the landlords' second 10 Day Notice posted on his door on September 1, 2011. The landlord confirmed that she received a copy of the tenant's dispute resolution hearing package faxed to her on or about September 14, 2011. I am satisfied that both parties received these documents.

At the hearing, the landlord asked for an Order of Possession if the tenant's application were dismissed.

Issues(s) to be Decided

Should the tenant's application to cancel the landlords' 10 Day Notice be allowed? If not, should the tenancy end and the landlords be given an Order of Possession?

Background and Evidence

This month-to-month tenancy commenced on July 1, 2011. Monthly rent is set at \$950.00, payable in advance on the first of the month. The landlords continue to hold the tenant's \$475.00 security deposit paid on June 23, 2011.

At the hearing, the tenant stated that he has another rental property leased and plans to vacate the rental unit by October 15, 2011. He apologized for not paying his rent and assured the landlord that he will make the outstanding rent payments before he ends his 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 the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to resolve their dispute on the following terms:

1. The parties agreed that this tenancy will end by October 15, 2011 by which time the tenant will have vacated the rental unit.
2. The parties agreed that the tenant will pay the landlord \$1,848.00 before October 15, 2011.
3. The tenant agreed to repair two broken windows before he ends this tenancy.
4. The parties agreed that that the above settlement agreement resolves all outstanding issues in dispute between them at this time arising out of this tenancy.

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 landlords 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.

In order to implement the above settlement, I issue a monetary Order in the landlords' favour in the amount of \$1,848.00. I deliver this Order to the landlords in support of the above agreement for use in the event that the tenant does not abide by the terms of the above settlement. The landlords are provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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*.