



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Tenant applied on October 7, 2011 for:

1. An Order cancelling a Notice to End Tenancy – Section 46.

The Landlord applied on October 13, 2011 for:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent or utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions. At the outset, both Parties indicated their desire to resolve the dispute to enable the tenancy to continue.

Background and Evidence

The following are facts agreed to by the Parties at the hearing:

- The Tenancy began on May 18, 2011;
- The monthly rent is \$1,400.00;
- The Tenant failed to pay rent for the months of August, September, October, and November 2011.

The Tenant wishes to pay the outstanding rent in the amount of \$5,600.00 plus \$75.00 for NSF fees and the Landlord wishes to obtain these monies and allow the tenancy to continue.

Settlement Agreement

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act, the Parties desire to settle their dispute during the proceedings, and agreement reached between the Parties during the proceedings, I find that the Parties have settled their dispute over the monetary amount owing and the following records this settlement as a decision:

The Parties mutually agree as follows:

- 1. The Tenant will pay to the Landlord, no later than 3:00 p.m. on November 10, 2011, the amount of \$5,675.00 by cash, money order or certified cheque, representing full payment of rental arrears and NSF fees and the Landlord will allow the tenancy to continue.**
- 2. If the Tenant fails to pay the Landlord as set out above, the Tenant will vacate the unit no later than 1:00 p.m. on Sunday November 13, 2011.**
- 3. The Landlord will obtain an Order of Possession to be effective November 13, 2011 and will enforce the Order of Possession if the Tenant fails to pay the rental arrears or vacate the unit as set out above.**
- 4. These terms comprise the full and final settlement of all aspects of this dispute for both parties.**

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as set out on the above mutually agreed upon terms.

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: November 03, 2011.

Residential Tenancy Branch