



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 Tenancy). The tenant confirmed that he received the landlord's 10 Day Notice posted on his door on January 3, 2012. The landlord's female representative (the landlord) confirmed that she received a copy of the tenant's dispute resolution hearing package handed by the tenant to one of the landlord's employees in the landlord's office on January 11, 2012. I am satisfied that these documents have been served to one another in accordance with the *Act*.

At the commencement of the hearing, the landlord testified that the landlord was seeking an end to this tenancy and an Order of Possession on the basis of the 10 Day Notice.

Issues(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? If not, should this tenancy end and should an Order of Possession be issued to the landlord?

Background and Evidence

This tenancy commenced initially as a three month fixed term tenancy on June 1, 2010. At the expiration of the initial term, the tenancy converted to a periodic tenancy. Monthly rent is presently set at \$450.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$220.00 security deposit paid on June 1, 2010.

Analysis

At the commencement of the hearing, the tenant explained why he had been unable to pay his monthly rent for January 2012. He stated that he will receive a disability cheque on January 15, 2012, which he can use to pay all of his outstanding rent. He testified that he has spoken with his parents who have agreed to forward him funds to look after his February 2012 rent.

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.

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

1. Both parties agreed that the tenant will pay \$475.00, the amount of the outstanding rent, by 5:00 p.m. on January 25, 2012.
2. The tenant committed to pay all of his February 2012 rent on time and as scheduled on February 1, 2012.
3. Both parties agreed that if the tenant complies with the terms of this agreement, the landlord's 10 Day Notice issued on January 3, 2012 will be cancelled and the tenancy will continue.
4. Both parties agreed that this agreement resolves all issues arising out of this tenancy between the parties at this time.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached 2 day Order of Possession to be used by the landlord only if the tenant does not comply with the terms of 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*.

Dated: January 26, 2012

Residential Tenancy Branch