



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 an Application for Dispute Resolution under the *Residential Tenancy Act* (the “*Act*”) by the tenant to cancel a Notice to End Tenancy for unpaid rent or utilities.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue(s) to be Decided

- Should the Notice to End Tenancy (the “Notice”) be cancelled?

Background and Evidence

The tenancy agreement was signed on January 11, 2011 by the tenant and began on February 1, 2011. Monthly rent in the amount of \$1,250.00 is due on the first day of each month.

Based on the testimony of both parties, I find that the tenant was served with the Notice on May 3, 2012, by posting on the door. The effective date on the Notice is corrected under the *Act* to May 16, 2012. The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The tenant disputed the Notice within 5 days pursuant to the *Act*.

Both parties agree that a total of \$875.00 in unpaid rent remains outstanding, consisting of \$25.00 owing from April 2012 rent, and \$850.00 owing for May 2012 rent. The tenant indicated on her application that she would pay the remaining balance of \$875.00 by May 21, 2012. Both parties confirmed that no payment was made.

Settlement Agreement

Section 63 of the *Act*, states:

Opportunity to settle dispute

63 (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 an order.

During the hearing, a mutual agreement between the agent for the landlord and the tenant was reached. The agreement is that the landlord would not serve an order of possession on the tenant, if the amount owing for April and May 2012, and the rent for June 2012, is paid in full by June 1, 2012. The total to be paid is **\$2,125.00** consisting of:

Rent owing from April 2012	\$25.00
Rent owing from May 2012	\$850.00
Rent for June 2012	\$1,250.00
TOTAL	\$2,125.00

Conclusion

I find that the landlord is entitled to an order of possession effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that court. **If the tenant pays the \$2,125.00 in full as described above, the order of possession will become null and void and the tenancy will continue until ended in accordance with the *Act*. If the tenant does not pay the landlord the \$2,125.00 in full by June 1, 2012, the landlord must serve the tenant with the order of possession and the tenant will have two (2) days to vacate the rental unit.**

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: May 30, 2012.

Residential Tenancy Branch