



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *OPR, MNR, CNR, MT*

### **Introduction,**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for an order of possession and for a monetary order for unpaid rent. The tenant applied for an order to set aside the notice to end tenancy and for more time to dispute the notice.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing, the landlord informed me that the tenant had paid rent and utilities and therefore a monetary order for unpaid rent was not required. Accordingly, this hearing only dealt with the landlord's application for an order of possession and the tenant's application to set aside the notice to end tenancy.

### **Issues to be decided**

Is the landlord entitled to an order of possession? Or should the notice be set aside and the tenancy be allowed to continue?

### **Background and Evidence**

The tenancy started on or about May 2006. The monthly rent is \$1,000.00 and does not include utilities.

The landlord testified that the tenant repeatedly paid rent late. The landlord gave the tenant opportunities to catch up on rent but when the tenant did not pay rent for July by July 19, 2012, the landlord served the tenant with a ten day notice to end tenancy for non payment of rent. The tenant paid rent for July and August on August 08, 2012 and the landlord issued a receipt for use and occupancy only.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Specifically, both parties agreed to the following:

- The tenant agreed to move out on or before **1:00 p.m. on September 01, 2011**. An order of possession will be issued to the landlord effective this date.
- The landlord agreed to allow the tenancy to continue until this date.
- Both parties stated that they understood and agreed that the above terms comprise the full and final settlement of all aspects of this dispute for both parties.

### **Conclusion**

Pursuant to section 55(2) I am issuing a formal order of possession effective on or before **1:00 p. m. on September 01, 2012**. The Order may be filed in the Supreme Court for enforcement.

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: August 22, 2012.

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Residential Tenancy Branch