



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request to cancel a Notice to End Tenancy that was given for nonpayment of rent, and a request for recovery of the filing fee.

Agreement reached by the parties

The landlord and tenant both agreed that the tenant is not liable for the water utilities as they are included in this tenancy agreement.

The landlord and tenant both agree that there is a total of \$2400.00 in outstanding rent.

The tenant has agreed to pay the full outstanding rent of \$2400.00 by November 20, 2012.

Landlord has agreed that if the full outstanding rent of \$2400.00 is paid by November 20, 2012 this tenancy can continue.

Both the landlord and the tenant agreed that if the full outstanding rent of \$2400.00 is not paid by November 20, 2012, this tenancy will end on November 30, 2012, and an Order of Possession will be issued for that date.

Conclusion

I have issued an Order of Possession for November 30, 2012; however I have noted on the bottom of that order that the landlord has agreed to not enforce the order if the full outstanding rent of \$2400.00 is paid by November 20, 2012.

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 15, 2012.

Residential Tenancy Branch