



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

After both parties had an opportunity to be heard, the parties indicated a willingness to resolve this dispute by way of a settlement agreement.

Issue(s) to be Decided

What are the terms of settlement?

Background and Evidence

The parties mutually agreed to the following terms of settlement:

1. The tenant owes the landlord \$1,070.28 for unpaid rent and NSF charges.
2. The tenancy shall continue provided the tenant pays the outstanding rent and NSF charges to the landlord as follows:
 - a. \$510.14 by cheque today; and,
 - b. The balance of \$560.14 on or before January 1, 2013.
3. The tenant remains obligated to pay rent due for January 2013 on time.
4. The landlord shall be provided a conditional Order of Possession and Monetary Order to serve and enforce should the tenant fail to fulfill the payment obligations outlined in term no. 2.

Analysis

Pursuant to section 56 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order.

I have accepted the settlement agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

I have recorded the settlement agreement by way of this decision and have provided the landlord with **the following Orders that are enforceable only in the event the tenant fails to fulfill the payment obligations outlined in term no. 2 of the settlement agreement:**

1. An Order of Possession effective two (2) days after service upon the tenant.
2. A Monetary Order in the amount of \$1,070.28.

If the tenant satisfies the payment obligations of term no. 2 of the settlement agreement the above Orders become null and void.

Conclusion

This dispute was resolved by way of a settlement agreement that I have recorded in this decision. The landlord has been provided an Order of Possession and a Monetary Order pursuant to that agreement which may be enforced only in the event the tenant fails to fulfill the payment obligations outlined in term no. 2 of the settlement agreement.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: December 20, 2012.

Residential Tenancy Branch