



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding North Peace Community Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction:

The tenant has applied for an Order to cancel a Notice to End the Tenancy dated November 12, 2103 for Cause.

Facts:

A hearing was conducted in the presence of both parties. A tenancy began on April 2, 2013 with rent in the amount of \$ 526.00 due in advance on the first day of each month. The tenant paid a security deposit amounting to \$ 275.00 at the beginning of the tenancy. The landlord relied upon an Order for Possession based upon a Notice To End the Tenancy for Cause dated November 12, 2013 and also issued a Notice to End the Tenancy for Non-Payment of Rent dated January 16, 2013. All parties attended the hearing.

Settlement:

The parties agreed that the tenancy shall continue provided the tenant satisfies the payment agreement below and they have asked that I record the following terms pursuant to section 63(2) which are in the form of an Order:

- a. The tenant will pay the landlords \$ 526.00 representing unpaid rent for January 2014 by February 21, 2014 at 4:00 PM,
- b. The tenant agrees that she will not permit guest motor vehicle traffic after 11:00 PM, to respect the "no-pet" terms of her tenancy agreement and
- d. If the tenant fails to complete the payment in paragraph a. in full and on time that the landlords can execute an Order for Possession dated February 22, 2014.

Conclusion:

As a result of the settlement I cancelled the Notices To End the Tenancy dated November 12, 2013 and January 16, 2014. I granted an Order for Possession effective February 22, 2014 which is not to be executed upon unless the tenant is in breach of paragraphs a.. herein. If the tenant completes the payment in paragraph a. herein the Order for Possession is void and unenforceable. There shall be no order with respect to reimbursement of the cost of the filing fee.

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: February 17, 2014

Residential Tenancy Branch

