



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BON TERRA HOLDINGS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNR, MT

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for nonpayment of rent and for more time to do so. Both parties attended the hearing and had opportunity to be heard.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began on February 01, 2013. The current monthly rent is \$638.00 due on the first of each month. The landlord stated that the tenant failed to pay rent on March 01, 2014 and on March 05, 2014; the landlord served the tenant with a ten day notice to end tenancy for \$625.00 in unpaid rent. The tenant agreed that she owed a total amount of \$1,901.00 for rent for March, April and May 2014.

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 Arbitrator 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. Both parties agreed to the following terms:

1. The landlord agreed to allow the tenancy to continue if the tenant made payment according to a mutually agreed upon schedule.
2. The tenant agreed to make payments and stated that she understood that the tenancy would end if she defaulted on any of the payments.
3. The tenant agreed that landlord will be issued an order of possession effective two days after service on the tenant.
4. The landlord agreed to serve the order of possession on the tenant, only in the event that the tenant defaulted on any of the payments.
5. In addition to rent that is due on the first of each month, the tenant agreed to pay \$950.00 on May 12, \$317.00 on May 31, \$317.00 on June 30 and \$317.00 on July 31, 2014.
6. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

### **Conclusion**

Pursuant to the above agreement, I grant the landlord an order of possession effective two days after service on the tenant. . Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: May 02, 2014

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Residential Tenancy Branch

