



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOLLYBURN PROPERTIES  
and [tenant name suppressed to protect privacy]

## **Decision**

### **Dispute Codes:**

OPR, MNR, FF

### **Introduction**

This hearing was convened to deal with an Application for Dispute Resolution by the landlord for an order of possession and a monetary order for rent owed based on a 10-Day Notice to End Tenancy for Unpaid Rent issued and served on April 2, 2014.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

### **Issue(s) to be Decided**

- Is the landlord entitled to an Order of Possession and Monetary Order based on the April 2, 2014 Notice to End Tenancy for Unpaid Rent?

### **Background and Evidence**

The landlord acknowledged that, since the application was made on April 14, 2014, the tenant had paid the arrears owed for April 2014, but had since fallen into arrears again and another 10-Day Notice to End Tenancy for Unpaid Rent was issued on June 3, 2014.

The tenant acknowledged the fact that he was in arrears for rent but had proposed a payment plan, which was discussed with the landlord.

### **Analysis**

Section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement, whether or not the landlord complies with the Act, the Regulation or the

tenancy agreement. When a tenant fails to comply with section 26, section 46 of the Act permits the landlord to end the tenancy by issuing a Ten-Day Notice effective on a date that is not earlier than 10 days after the date the tenant receives it.

The parties engaged in a mediated discussion and it was agreed that the tenant and landlord would negotiate a short-term payment plan to give the tenant an opportunity to bring his rental account up to date, failing which the landlord is prepared to issue another Ten Day Notice to End Tenancy for Unpaid Rent and proceed with terminating the tenancy.

Based on the above, I order that the Ten Day Notice to End Tenancy for Unpaid Rent dated April 2, 2014 is hereby cancelled and of no force nor effect as the parties reached a successful settlement of this dispute.

### **Conclusion**

The parties reached a mutual agreement and the Ten Day Notice to End Tenancy for Unpaid Rent is cancelled by consent.

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: June 10, 2014

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Residential Tenancy Branch

