



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 447919 B.C. Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes Landlord: OPR, MNR
Tenant: MT, CNE, CNR

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord sought an order of possession and a monetary order. The tenant sought more time to apply to cancel a notice to end tenancy and to cancel two notices to end tenancy.

The hearing was conducted via teleconference and was attended by the landlord and the tenant.

The tenant submitted into evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent dated July 31, 2014 that he states he received on July 31, 2014. The tenant submitted his Application for Dispute Resolution on August 5, 2014 or within the 5 days required to submit his Application. As such, I find there is no need to grant the tenant more time to apply to cancel a notice to end tenancy. I amend his Application for Dispute Resolution to exclude additional time.

The tenant noted on his Application for Dispute Resolution that he sought to cancel a 1 Month Notice to End Tenancy for End of Employment. The tenant confirmed that this was no longer an issue and as such I amend his Application to exclude this matter.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent and to a monetary order for unpaid rent, pursuant to Sections 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

It must also be decided if the tenant is entitled to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to Section 46 of the *Act*.

Background and Evidence

During the hearing the parties reached the following settlement:

1. The tenant agrees to pay the landlord \$825.00 no later than the end of business on Wednesday, September 24, 2014 covering all outstanding rent up to the September 30, 2014;
2. The landlord agrees that should the tenant make this payment the landlord will allow the tenancy to continue as per the tenancy agreement;
3. The tenant agrees that should he fail to make the payment of \$825.00 by September 24, 2014 he will vacate the rental unit.

Conclusion

In support of the above noted settlement and with agreement of both parties I grant the landlord an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I note, however, that should the above settlement be fulfilled by the tenant the landlord will reinstate the tenancy and the order of possession granted here will no longer be enforceable.

Also in support of the above noted settlement and with agreement of both parties I grant the landlord a monetary order in the amount of **\$825.00**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: September 17, 2014

Residential Tenancy Branch

