



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46.

The landlord orally requested an Order of Possession at the hearing.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses. The tenant's agent/advocate gave evidence with respect to the service of documents.

The landlord provided testimony that on November 3, 2014 he posted the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) with an effective date of November 17, 2014 on the tenant's door. The tenant confirmed receipt of this notice. On the basis of this evidence, I find that the tenant was deemed served with the 10 Day Notice pursuant to section 88 of the *Act* on November 6, 2014, 3 days after the posting.

The tenant's agent testified that she served the landlord with the dispute resolution package, including Notice of Dispute Resolution hearing, on November 8, 2014 at 4:00 p.m. by hand delivering the notice to the landlord's offices. The landlord confirmed receipt of this package. Based on this evidence, I find that the landlord was duly served with the dispute resolution package pursuant to section 89 of the *Act* on November 8, 2014.

### Issues to be Decided

Should the landlord's 10 Day Notice be cancelled?

If not, is the landlord entitled to an Order of Possession?

### Background and Evidence

This month to month tenancy commenced August 1, 2013 with a rental amount of \$700.00 payable on the first of the month. The landlord holds a \$350.00 security deposit paid on August 1, 2013.

The landlord's notice to end tenancy was issued for unpaid rent. Both parties agreed the outstanding rental amount is \$540.00. Both parties agreed that the tenant has been making some payments each month but not paying the entire rental amount.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to 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 the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The landlord and tenant agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant agreed to make payments, through a third party, totaling \$540.00 to the landlord by March 31, 2015, by which time the total amount of rental arrears now owed to the landlord will have been paid in full.
2. The tenant agreed to make arrangements for government issued cheques for rent to be sent directly to the landlord.
3. The landlord agreed to withdraw the 10 Day Notice to End Tenancy.
4. Both parties agreed that if the tenant does not comply with the above terms by March 31, 2015, this tenancy will end by 1:00 p.m. on March 31, 2015, and the tenant will vacate the rental unit.
5. Both parties agreed that the settlement terms as outlined above constituted a final and binding resolution of all issues currently under dispute in this application and arising out of this tenancy at this time.

### Conclusion

To give effect to the settlement reached between the parties, I issue the attached Order of Possession to be used by the landlords **only** if the tenant does not abide by the terms of the settlement agreement as outlined above by March 31, 2015. The landlord is

provided with this Order in the above terms and the tenant must be served with this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: December 3, 2014

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Residential Tenancy Branch

