



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing was convened in relation to the tenant's application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice).

Both parties appeared at the appointed hearing time.

The landlord did not raise any issues with the tenant's dispute resolution package. The landlord appeared at the hearing and made an oral request for an order of possession in the event that I dismissed the tenant's application to cancel the 10 Day Notice.

The landlord testified that she served the tenant with the 10 Day Notice on 5 February 2015 by posting the notice to the tenant's door. The tenant did not raise any issues with service of the 10 Day Notice. On the basis of this evidence, I am satisfied that the tenant was served with the 10 Day Notice pursuant to section 88 of the Act.

In the course of the hearing, the tenant proposed a settlement by which the tenancy would end and the tenant would pay his outstanding rent.

Analysis

Pursuant to section 63 of the Act, an 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.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The landlord agreed to withdraw the 10 Day Notice.
3. The tenant agreed to provide possession of the rental unit to the landlord on or before one o'clock in the afternoon on 15 April 2015.
4. The tenant agreed to pay to the landlord all outstanding rent on or before 9 April 2015 on the following basis:
 - a. December 2014 Rent \$650.00;
 - b. January 2015 Rent \$650.00;
 - c. February 2015 Rent \$650.00;
 - d. March 2015 Rent \$650.00; and
 - e. April 2015 Rent to 15 April 2015 \$325.00.

The parties both stated that they understood the terms and implications of the agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The tenant's application is withdrawn. The landlord's 10 Day Notice is cancelled.

The monetary order is to be used if the tenant does not pay \$2,925.00 to the landlord in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order as soon as possible after any failure by the tenant to pay the outstanding rent as set out in their agreement. Should the tenant fail to comply with these orders, these orders may be filed in the Small Claims Division of the Provincial Court and enforced as orders of that Court.

The attached order of possession is to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order in the event that the tenant does not vacate the premises by the time and date set out in their 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 subsection 9.1(1) of the Act.

Dated: March 06, 2015

Residential Tenancy Branch

