



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNR

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, (the "10 Day Notice").

The tenant, the landlord, and a support person for the landlord attended the teleconference hearing. The hearing process was explained to the parties and an opportunity to ask questions was provided to the parties. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The tenant confirmed that she received the documentary evidence package from the landlord and that she had the opportunity to review the documentary evidence prior to the hearing. The tenant confirmed that she did not submit any documentary evidence in support of her application. I find the tenant was served in accordance with the *Act*.

Settlement Agreement

During the hearing, the parties agreed to settle this matter on the following conditions:

1. The parties agree that the tenancy will end on July 31, 2015 at 1:00 p.m.
2. The landlord is granted an order of possession effective **July 31, 2015 at 1:00 p.m.** which must be served on the tenant.
3. The parties agree that the tenant owes the landlord \$1,700 in unpaid rent and agrees to surrender her full security deposit of \$500 in partial satisfaction of that amount owing for a net balance owing by the tenant to the landlord in the amount of \$1,200.

4. The tenant agrees to pay the landlord \$80 per month starting August 1, 2015, and continuing thereafter on the first day of each subsequent month until the full amount of \$1,200 has been paid in full.
5. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$1,200, which will be of no force or effect if the amount owing has been paid by the tenant to the landlord, in accordance with #4 above.
6. The parties agree that for showing of the rental unit for prospective tenants the landlord will provide at least 2 hours' notice by phone or text and the tenant agrees that if she is not at home, that she will respond either way to the landlord in case the landlord can immediately show the home if the tenant is not at home.
7. The tenant withdraws her application in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The landlord has been granted an order of possession effective July 31, 2015 at 1:00 p.m. This order must be served on the tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord has been granted a monetary order in the amount of \$1,200, which will be of no force or effect if the amount owing has been paid by the tenant to the landlord, in accordance with #4 above. Should the landlord require enforcement of the monetary order, the landlord must first serve the tenant with the monetary order. This order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: July 24, 2015

Residential Tenancy Branch

