



# 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 in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Unpaid Rent.

The Tenant Landlord stated that her partner personally served the Landlord with the Application for Dispute Resolution and the Notice of Hearing, although she cannot recall the date of service.

The Landlord stated the Tenant personally served her with the Application for Dispute Resolution and the Notice of Hearing on November 28, 2015.

As there is no dispute that the Application for Dispute Resolution and the Notice of Hearing were received by the Landlord, I find that they have been sufficiently served pursuant to section 71(2)(b) of the *Residential Tenancy Act (Act)*.

### Preliminary Matter

With the consent of both parties, the Application for Dispute Resolution was amended to reflect the correct spelling of the Landlord's name, which she provided at the hearing.

### Issue(s) to be Decided

Should the Notice to End Tenancy for Unpaid Rent be set aside?

### Background and Evidence

The Landlord and the Tenant mutually agreed to settle this dispute under the following terms:

- the tenancy will end, by mutual consent, on February 29, 2016, providing the Tenant pays \$1,850.00 to the Landlord by February 01, 2016;
- the \$1,850.00 the Tenant agrees to pay by February 01, 2016 includes \$650.00 in rent for February;
- the tenancy will end on January 31, 2016 if the Tenant does not pay \$1,850.00 to the Landlord by February 01, 2016;

- the Landlord will be granted a monetary Order for \$1,200.00, for rent owing up to the end of January 31, 2016, which can only be enforced if the Tenant has not paid this overdue rent by February 01, 2016; and
- the Landlord will be granted an Order of Possession that is effective two days after it is served upon the Tenant;
- the Order of Possession cannot be served until February 27, 2016 if the Tenant has paid \$1,850.00 to the Landlord by February 01, 2016; and
- the Order of Possession may be served on February 02, 2016 if the Tenant does not pay \$1,850.00 to the Landlord by February 01, 2016.

### Analysis

The parties have settled this dispute in accordance with the aforementioned settlement agreement.

### Conclusion

On the basis of the settlement agreement I grant the Landlord an Order of Possession. In the event the Tenant pays \$1,850.00 to the Landlord by February 01, 2016, this Order of Possession cannot be served to the Tenant until February 27, 2016. In the event the Tenant does not pay \$1,850.00 to the Landlord by February 01, 2016, this Order may be served to the Tenant on February 02, 2016. Once the Order is served on the Tenant it may be filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

On the basis of the settlement agreement I grant the Landlord a monetary Order for \$1,200.00. This Order may only be enforced if the Tenant has not paid this overdue rent by February 01, 2016. If the debt is not paid by February 01, 2016 the Order may be served on the Tenant, filed with the Province of British Columbia Small Claims Court, and enforced as an Order of that Court.

This decision is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 25, 2016

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Residential Tenancy Branch

