



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REMAX OF LAKE COWICHAN

DECISION

Dispute Codes CNR

Introduction

The Application for Dispute Resolution filed by the Tenants seeks an order to cancel the 10 day Notice to End Tenancy dated March 19, 2016.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

At the start of the hearing the representative of the landlord advised that SS was being rushed to the hospital as a result of a medical emergency and she requested an adjournment. The tenants consented to the adjournment. I advised the parties that I would be granting an adjournment but I first wanted to investigate whether there was a possibility of settling this matter. The parties reached a settlement and it was not necessary to grant an adjournment. .

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on March 19, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on March 24, 2016. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated March 19, 2016?

Background and Evidence

The tenancy began on April 1, 2012. The present rent is \$700 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$350 at the start of the tenancy.

The tenants acknowledged they have not paid the rent for May and \$700 is owed for that month. In addition they owe the landlord \$1750 in arrears of rent.

The tenants testified they have an agreement with the landlord that they could remain in the rental unit if they pay all of the arrears by May 31, 2016. The representative of the landlord present at the hearing testified that it was her understanding that the tenant's made the proposal but that proposal was not accepted by the landlord. However, she is not sufficiently familiar with the file to confirm or deny the testimony of the tenants. .

Settlement::

At the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) as follows:

- a. The landlord is entitled to an Order for Possession effective May 31, 2016.
- b. The parties agree that if the tenants pay the rent for May and the arrears of rent totaling \$2450 the landlord shall not enforce the Order for Possession and the landlord shall reinstate the tenancy on a month to month basis.
- c. If the tenants fail to make the payment as provided above the landlord shall be entitled to enforce the Order for Possession.

Order for Possession:

As a result of the settlement I granted an Order for Possession effective May 31, 2016.

The tenant must be served with this Order as soon as possible. Should the tenants fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: May 04, 2016

Residential Tenancy Branch