



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, DRI, FF, O

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 Cause dated August 3, 2016.

The Tenant and the Landlord attended the hearing. They were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The Tenant also provided copies of two other notices to end tenancy that he received from the Landlord:

- A 10 Day Notice to End Tenancy for Unpaid Rent dated September 2, 2016.
- A 1 Month Notice To End Tenancy For Cause dated September 19, 2016.

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 at **1:00 pm on November 30, 2016.**
2. The Tenant will pay \$1,000.00 for October 2016, rent by October 10, 2016.
3. The Tenant will pay \$1,000.00 for November 2016, rent by November 1, 2016.
4. The Tenant withdraws his application in full as part of this mutually settled agreement.
5. The Landlord withdraws the notices to end tenancy listed above as part of this mutually settled agreement.
6. The Landlord is granted a conditional Order of Possession. The Landlord may serve the Order of Possession on the Tenant if the Tenant fails to pay the rent as stipulated in this settlement.

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

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

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

The Landlord has been granted a conditional Order of Possession effective not later than two days after service. If the terms of the settlement are not adhered to, 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.

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: October 06, 2016

Residential Tenancy Branch