



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with a tenant's application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

During the hearing, the parties reached a mutually agreeable resolution to this matter. I have recorded their mutual agreement by way of this decision and the Order that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties provided consistent testimony that rent of \$1,200.00 is payable on the first day of every month pursuant to the co-tenancy agreement and that as of the date of this hearing the tenants owe the landlord \$3,600.00 in rent for months up to and including November 2016.

The parties reached the following agreement with a view to satisfy the rental arrears and continue the tenancy:

1. The tenants will pay a minimum of \$700.00 to the landlord every second Friday starting on November 4, 2016 until such time the rental arrears are satisfied.
2. Once the rental arrears are satisfied the tenants will resume paying rent of \$1,200.00 on the first day of every month.
3. The landlord is provided a conditional Order of Possession that he may serve and enforce upon the tenants in the event the tenants fail meet their obligation

under term number 1. Upon satisfaction of the rental arrears, this Order of Possession will become void and no longer be of any force or effect.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with a conditional Order of Possession. The Order of Possession may be served and enforced only in the event the tenants fail to meet their obligation under term number 1 of the mutual agreement. Upon satisfaction of the rental arrears, the Order of Possession becomes void and of no force or effect.

Conclusion

The parties reached a mutual agreement in resolution of this matter. I have recorded the mutual agreement in this decision and provided the landlord with a condition Order of Possession as described in this decision.

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: November 02, 2016

Residential Tenancy Branch

