



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Advance Realty Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNR

Introduction and Issues to be Decided:

The tenant has applied for an Order to cancel a Notice To End the Tenancy for non-payment of rent dated December 8, 2016 with an effective date of December 18, 2016. All parties attended the hearing.

Settlement:

The parties agreed that the tenancy shall continue provided the tenant satisfies the payment agreement below and they have asked that I record the terms pursuant to section 63(2) as follows:

- a. The tenant will pay the landlord \$ 1,000.00 by January 26, 2017,
- b. The tenant will pay the landlord \$ 1,000.00 by February 23, 2017,
- c. The tenant will bring all her rental payments up to date by April 30, 2017,
and
- d. If the tenant fails to complete the payments in paragraph a. b. and c. in full and on time the landlord will execute an Order for Possession.

Conclusion:

As a result of the settlement I granted an Order for Possession effective January 27, 2017 which is not to be executed upon unless the tenant is in breach of paragraphs a. b. or c. If the tenant completes the payment in paragraph a. b. and c. herein, the Order for Possession is void and unenforceable. There shall be no order with respect to reimbursement of the cost of the filing fee. The landlord must serve the tenant with this decision and Order. I have dismissed the tenant's application.

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: January 16, 2017

Residential Tenancy Branch