



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, CNR

Introduction

This hearing dealt with applications by the tenant for an order to set aside notices to end tenancy for cause and for non-payment of rent. Both parties attended the hearing and had opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy started in October 2015. The current monthly rent is \$860.00 payable on the first of each month. On January 25, 2017, the landlord served the tenant with a one-month notice to end tenancy for cause with an effective date of February 28, 2017. The tenant made application to dispute the notice in a timely manner.

The tenant failed to pay rent on February 01, 2017 and on February 02, 2017; the landlord served the tenant with a ten day notice to end tenancy. The tenant disputed the notice in a timely manner but as of the date of this hearing which is February 23, 2017, has not paid rent for February.

The reasons for the notice were discussed briefly. The tenant agreed that she owed rent for February and stated that she would pay it on February 24, 2017. The tenant requested the landlord to extend the tenancy to March 31, 2017. The landlord agreed on condition that rent for February was paid on February 24, 2017 at noon and rent for March 2017 was paid on March 01, 2017.

During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to pay rent for February 2017 by money order to the landlord at 12 noon on February 24, 2017.
2. The landlord agreed to allow the tenancy to continue till 1:00 p.m. on February 28, 2017, if the tenant paid rent as promised on February 24, 2017.
3. The landlord will be issued an order of possession effective two days after service on the tenant. The landlord agreed not to serve the tenant with this notice and allow the tenancy to continue to February 28, 2017, if the tenant paid rent as promised on February 24, 2017.
4. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Pursuant to the agreement, I grant the landlord an order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant

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: February 23, 2017

Residential Tenancy Branch