



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR OPR

Introduction:

Both parties attended the hearing and gave sworn testimony. The landlord said they served the tenant with a 10 Day Notice to End the Tenancy for non-payment of rent dated May 10, 2017 to be effective May 23, 2017 and the tenant confirmed it was received personally on May 10, 2017. The tenants ask for an extension of time for serving their Application as they had a serious reason for filing it late on May 18, 2017. I grant the extension for I find there was a serious reason as there was a mistake in the statement of rent owed and the landlord was on vacation; they also had some problems with filing the forms as the office was closed. The tenant said they served the landlord with their Application for Dispute dated May 18, 2017 by registered mail and the landlord agreed he received it. The tenant applies pursuant to section 46 of *The Residential Tenancy Act* (the Act) to cancel the Notice to End Tenancy.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The parties agreed the tenancy began on April 22, 2017, rent is \$650 a month and a security deposit of \$325 was paid. The landlord said the 10 Day Notice stated that \$1570 was owed but he had overlooked an e-transfer and it should have stated \$920 was owed in May. As of June 1, 2017, however, \$1570 was owed including June rent. The landlord apologized for making the mathematical error.

The tenants agreed with the landlord's calculation and confirmed they had paid no rent since the Notice to End Tenancy was served. Both parties expressed a desire to preserve the tenancy and freely and voluntarily discussed a settlement agreement.

After discussion, they agreed to the following terms and conditions:

1. Both parties agree that \$1570 is owed in rent to June 2017 and a further \$650 is due in each of July and August 2017.
2. The tenants agree to pay June rent of \$650 by tomorrow, June 30, 2017, and to pay July rent of \$650 by July 10, 2017 and August rent on time.
3. The tenants agree to pay the outstanding balance of \$650(May's rent) plus \$270 which is the further outstanding balance from prior months on or before August 15, 2017.

4. The landlord will receive an Order of Possession effective August 31, 2017 which he agrees not to enforce provided the tenants pay as agreed above.
5. This settles all matters between the parties to this date.

Analysis:

The Notice to End a Residential Tenancy is based on non-payment of rent. Pursuant to the above noted agreement, I grant the landlord an Order for Possession effective August 31, 2017 which is not to be enforced unless the tenants do not pay the amounts as agreed above.

Conclusion:

The tenant's Application to set aside the Notice is dismissed. The filing fee was waived. I grant the landlord an Order for Possession effective August 31, 2017. The tenant must be served with this Order before any enforcement action begins. Should the tenant 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: June 29, 2017

Residential Tenancy Branch