



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL

Introduction

The hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Two Month Notice to End Tenancy for Landlord's Use of Property. The Tenant stated that on July 13, 2017 the Application for Dispute Resolution, the Notice of Hearing, and a copy of the Notice to End Tenancy were personally served to the Landlord. The Landlord acknowledged receipt of these documents.

Issue(s) to be Decided

Should the Two Notice to End Tenancy be set aside?

Background and Evidence

After considerable discussion regarding the terms of this tenancy and the merits of the Two Month Notice to End Tenancy that was served to the Tenant on June 29, 2017, the Landlord and the Tenant mutually agreed to settle this dispute under the following terms:

- the tenancy will end, by mutual consent, on October 31, 2017;
- the Landlord will be granted an Order of Possession that is effective two days after it is served to the Tenant;
- the Tenant will pay rent of \$565.00 for September by September 22, 2017;
- in the event the Tenant does not pay \$565.00 in rent by September 22, 2017, the Landlord may serve the Order of Possession to the Tenant on, or after, September 23, 2017;
- the Tenant will pay rent of \$565.00 for October by October 01, 2017;
- in the event the Tenant does not pay \$565.00 in rent by October 01, 2017, the Landlord may serve the Order of Possession to the Tenant on, or after, October 02, 2017; and
- the Landlord will be granted a Monetary Order for \$1,130.00 that is only enforceable if the Tenant does not pay rent in accordance with the terms of this settlement agreement.

Both parties declared that they understood this settlement agreement was final and binding, and that they voluntarily entered into the agreement. The agreement was reviewed with the parties on at least three occasions and I am satisfied they both understand the terms of the agreement.

Analysis

The issues in dispute in this Application for Dispute Resolution were resolved in accordance with the terms of the aforementioned settlement agreement.

Conclusion

On the basis of the settlement agreement I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant.

In the event the Tenant does not pay \$565.00 in rent by September 22, 2017, the Landlord may serve the Order of Possession to the Tenant on, or after, September 23, 2017. In the event the Tenant does not pay \$565.00 in rent by October 01, 2107, the Landlord may serve the Order of Possession to the Tenant on, or after, October 02, 2017. In the event the Tenant pays \$565.00 in rent by September 22, 2017 and rent of \$565.00 for October by October 01, 2017, the Order of Possession may be served to the Tenant no earlier than October 29, 2017.

On the basis of the settlement agreement I grant the Landlord a monetary Order in the amount of \$1,130.00. **In the event the Tenant does not pay rent in accordance with the terms of this settlement agreement, the Order may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.**

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: September 21, 2017

Residential Tenancy Branch