



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TRINITY HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

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 December 8, 2017 to be effective December 20, 2017 by posting it on her door. The tenant said they served the landlord with their Application for Dispute by registered mail and the landlord acknowledged receipt. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing. 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. They agreed the tenancy began on November 1, 2006. The current rent is \$309 which is geared to income. The landlord testified that rent was owing in the amount of \$711 when they served the Notice to End Tenancy and no rent has been paid since. Currently the arrears are \$1020 and another \$309 is due February 1, 2018.

The tenant described her unfortunate financial circumstances but said she is now receiving income again and wanted to preserve her tenancy if possible. Both parties discussed the matter and freely and voluntarily entered into a settlement agreement as follows:

1. The tenant will pay all outstanding rent of \$1329 on or before February 8, 2018 by certified funds or cash to the office of the landlord at 410- 1669 East Broadway, Vancouver, BC.
2. The landlord will receive an Order of Possession effective February 15, 2018 which they agree not to enforce provided the tenant pays all rent as agreed.

Analysis:

Based on the above noted settlement agreement, I order the tenant to pay \$1329 by cash or certified funds on or before February 8, 2018 to the office of the landlord. I grant the landlord an Order for Possession effective February 15, 2018 which I order the landlord not to enforce provided the tenant pays the funds as agreed on or before February 8, 2018..

Conclusion:

I grant the landlord an Order for Possession effective February 15, 2018 which will not be enforced provided the tenant pays \$1329 by cash or certified funds to the landlord's office on or before February 8, 2018. The filing fee was waived.

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 18, 2018

Residential Tenancy Branch