



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause.

The Tenant stated that on October 02, 2020 the Dispute Resolution Package and evidence the Tenant submitted to the Residential Tenancy Branch were sent to the Landlord, via registered mail. The Respondent Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

After considerable discussion about the terms of the tenancy, the amount of rent owing, and the One Month Notice to End Tenancy for Cause which was served to the Tenant, the Landlords and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the tenancy will continue;

- the Tenant will pay monthly rent of \$600.00 when it is due by the first day of each month, with the next payment due on January 01, 2021;
- the Tenant will pay an additional \$100.00 that will be applied to the outstanding debt of \$8,996.00;
- the additional payment of \$100.00 will be due by the first day of each month, with the first payment due on January 01, 2021;
- the additional payment of \$100.00 will be paid each month until such time as the debt of \$8,996.00 has been repaid in full;
- the Landlord will be granted an Order of Possession for the rental unit; and
- the Order of Possession may only be served to the Tenant if the Tenant fails to pay \$700.00 to the Landlord by the first day of each month, beginning on January 01, 2021, until such time as the debt of \$8,996.00 has been fully repaid.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. All participants clearly indicated that they agreed to resolve this dispute under these terms.

All participants acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

All issues in dispute at these proceedings have been settled, by mutual agreement, in accordance with the aforementioned terms.

Conclusion

I grant the Landlord an Order of Possession that is effective two days after it is served to the Tenant. This Order may only be served on the Tenant if the Tenant fails to pay \$700.00 to the Landlord by the first day of each month, beginning on January 01, 2021 and continuing until such time as the debt of \$8,996.00 has been fully repaid. In the event the Order is served upon the Tenant, it may be filed with the Supreme Court of British Columbia 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: December 08, 2020

Residential Tenancy Branch