



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Top Vision Realty Inc. and [tenant  
name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for unpaid rent or utilities.

The tenant and an agent for the landlord attended the hearing, and the landlord was accompanied by an assistant.

During the course of the hearing the parties agreed to settle this dispute in the following terms:

The parties agree that the rental arrears as of today amount to \$1,950.00. The tenant will pay the arrears of rent and regular payments of rent in accordance with the following payment schedule:

- \$650.00 on or before September 29, 2021, leaving a balance due of \$1,300.00;
- Rent will be due again on October 1, 2021 and the balance will increase then to \$1,950.00;
- \$650.00 on October 16, 2021, leaving a balance of \$1,300.00;
- \$650.00 on November 1, 2021 leaving a new balance of \$650.00;
- Rent will be due again on November 1, 2021 and the outstanding balance will increase to \$1,300.00;
- \$650.00 on November 16, 2021, leaving and outstanding balance of \$650.00;
- \$650.00 on December 1, 2021;
- Rent will be due again on December 1, 2021 and the balance due will be \$650.00;
- \$650.00 on December 16, 2021.

The parties further agreed that the landlord will have an Order of Possession effective on 2 days notice to the tenant but will not serve it or attempt to enforce it unless the tenant fails to make any of the payments set out in the payment schedule above. If the tenant makes the payments according to the payment schedule, the Order of Possession will expire and become of no force and effect on December 16, 2021.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

### Conclusion

For the reasons set out above, I hereby order the tenant to abide by the payment schedule set out above.

I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenant, and I order that the landlord not serve it or attempt to enforce it unless the tenant fails to make any of the payments set out in the payment schedule above. If the tenant makes the payments according to the payment schedule, the Order of Possession will expire and become of no force and effect on December 16, 2021.

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 23, 2021

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Residential Tenancy Branch