



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Aiden Parkland Place
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC – MT, OPC, FFL

Introduction

This hearing was convened in response to applications by the landlord and the tenants filed under the Residential Tenancy Act, (the “Act”).

The landlord’s application is seeking orders as follows:

1. To obtain an order of possession; and
2. To recover the cost of filing the application.

The tenants’ application is seeking orders as follows:

1. To be allowed more time to dispute a notice to end tenancy; and
2. To cancel a One Month Notice to End Tenancy for Cause.

Both parties appeared. During the hearing the parties agreed to settle these matters, on the following conditions:

1. The parties agreed that the tenant will pay rent arrears in the sum of \$2,800 no later than 4PM on September 9, 2021 and will pay the amount of \$700.00 on October 1, 2021;
2. The parties agreed that if the tenant does not make the payment on September 9, 2021 the landlord is entitled to enforce a 2 day order of possession;
3. The parties agreed that if the tenant does not make the payment on October 1, 2021 for October rent, the landlord is entitled to enforce a 2 day order of possession; and

4. Should the tenant make the above payments on the date they are due the parties agreed that the tenancy will end on October 31, 2021.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

As a result of the above settlement, the landlord is granted two separate orders of possession.

The first order of possession will be effective 2 days after service on the tenant and is only enforceable should the tenant not comply with term 1 or 2 of the above settlement agreement.

Should the tenant meet their obligation under term 1 and 2 of the above settlement agreement, the second order of possession will be effective on October 31, 2021. This means that the tenant must move out by this date.

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 07, 2021

Residential Tenancy Branch