



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MT

Introduction

This hearing was convened in relation to the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66; and
- cancellation of the landlord's 10 Day Notice pursuant to section 46.

Both parties attended the hearing. The landlord was accompanied by his spouse and co-landlord.

At the start of the hearing the tenant proposed a settlement. The landlord and tenant agreed to a series of conditions to continue the tenancy on a conditional basis.

Analysis

Pursuant to section 63 of the Act, an arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During this hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle this dispute under the following final and binding terms:

1. The tenant agreed to withdraw her application.
2. The landlord agreed to withdraw the 10 Day Notice.

3. The tenant agreed to deliver the following payments by monetary order to the landlord's mailbox:
 - a. \$860.00 on or before 4 March 2016;
 - b. \$860.00 on or before 18 March 2016;
 - c. \$860.00 on or before 25 March 2016;
 - d. \$860.00 on or before 1 April 2016; and
 - e. \$860.00 on or before 15 April 2016.
4. If the tenant does not pay the amounts owed on the agreed upon dates, the landlord may serve an order of possession, effective two days upon service on the tenant, and the tenancy will end. By way of example:
 - a. If the tenant fails to pay \$860.00 on or before 4 March 2016, the landlord may serve the tenant with the order of possession no sooner than 5 March 2016 and the tenant must vacate the rental unit by 7 March 2016.
 - b. If the tenant fails to pay \$860.00 on or before 18 March 2016, the landlord may serve the tenant with the order of possession no sooner than 19 March 2016 and the tenant must vacate the rental unit by 21 March 2016.
 - c. If the tenant fails to pay \$860.00 on or before 25 March 2016, the landlord may serve the tenant with the order of possession no sooner than 26 March 2016 and the tenant must vacate the rental unit by 28 March 2016.
 - d. If the tenant fails to pay \$860.00 on or before 1 April 2016, the landlord may serve the tenant with the order of possession no sooner than 2 April 2016 and the tenant must vacate the rental unit by 4 April 2016.
 - e. If the tenant fails to pay \$860.00 on or before 15 April 2016, the landlord may serve the tenant with the order of possession no sooner than 16 April 2016 and the tenant must vacate the rental unit by 18 April 2016.

The parties stated that they understood the terms of this agreement. The parties agreed to these particular comprise the full and final settlement of all aspects of their dispute for both parties.

The landlord was cautioned of the importance of using the order of possession only in accordance with the terms of the above agreement.

Conclusion

The tenant's application is withdrawn. The landlord's 10 Day Notice is cancelled.

The attached monetary orders are to be used by the landlord if the tenant does not pay the amounts owing to the landlord in accordance with their agreement. The landlord is provided with these orders in the above terms that the landlord should serve the tenant with this order so that it may be enforce in the event that the tenant does not pay the outstanding rent as set out in their agreement. Should the tenant fail to comply with these orders, these orders may be filled in the Small Claims Division of the Provincial court and enforced as orders of that Court.

The attached order of possession is to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms. Should the tenant fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: March 04, 2016

Residential Tenancy Branch

