



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR; MNDC; O

Introduction

This is the Tenant's Application for Dispute Resolution seeking to cancel a Notice to End Tenancy for Unpaid Rent; compensation for damage or loss; and other unspecified orders.

Both parties attended the Hearing, by teleconference. The Tenant's advocate was also present. Both parties gave affirmed testimony at the Hearing.

Neither party provided a copy of the Notice to End Tenancy; however, the Tenant's advocate read from her copy of the Notice. Based on the information provided by the Tenant's advocate, I find that the Notice complies with Section 52 of the Act. The Notice was issued for unpaid rent in the amount of \$525.00, which was due on April 1, 2017. The Landlord signed and dated the Notice on April 18, 2017. The Tenant received the Notice on April 24, 2017.

During the course of the Hearing, the parties came to a settlement agreement, the terms of which are:

1. The Tenant withdraws his Application for Dispute Resolution.
2. The Tenant will give the Landlord vacant possession of the rental unit on June 30, 2017 at 1:00 p.m.
3. The Tenant will pay rent for the month of June, 2017, in the amount of \$525.00, on or before June 1, 2017.
4. The Tenant will pay the outstanding rent for the months of April and May, 2017, in the amount of \$1,050.00, as follows:

June 15, 2017	\$128.13
June 30, 2017	\$128.13
July 15, 2017	\$128.13
July 31, 2017	\$128.13
August 1, 2017	\$128.13

August 15, 2017	\$128.13
September 1, 2017	\$128.13
September 15, 2017	\$128.13
October 1, 2017	<u>\$24.96</u>
TOTAL	\$1,050.00

Conclusion

In support of this Settlement Agreement, the Landlord is hereby provided with an Order of Possession effective **1:00 p.m., June 30, 2017**. This Order may be served on the Tenant and enforced in the Supreme Court of British Columbia.

The Landlord is also provided with a Monetary Order in the amount of **\$1,575.00**, representing rent for the months of April, May and June, 2017. In the event that the Tenant does not pay the Landlord as set out above, the Landlord may serve the Tenant with this Order and enforce any outstanding amount then remaining through Small Claims 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: June 08, 2017

Residential Tenancy Branch