



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## DECISION

### Introduction

This hearing dealt with cross applications between the parties.

The Landlord filed an Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Tenant filed an Application for Dispute Resolution, in which she applied to cancel a Notice to End Tenancy for Cause and to cancel a Notice to End Tenancy for Unpaid Rent.

Both parties were represented at the hearing.

### Background

During the hearing the Agent for the Landlord indicated that she would be willing to withdraw the Notices to End Tenancy that had been served on the Tenant and to continue the tenancy if the Tenant complies with the following agreements:

- The Tenant agrees to deliver all future rent payments, including the rent payment that is due on November 01, 2008, to the Landlord on, or before, the first day of each month
- The Tenant agrees that all future rent payments will be made in cash or with a money order
- In the event that the Landlord does not receive the money order, in the amount of \$589.07, which the Tenant mailed to the Landlord, the Tenant agreed that she will ensure that the Landlord receives payment in that amount on, or before, November 15, 2008
- The Tenant agreed that she will pay the Landlord \$75.00, in compensation for the cost of filing this Application for Dispute Resolution and for the cost of one NSF cheque prior to November 30, 2008
- The Tenant agreed that she will remove all the trash and dog feces from her yard prior to November 03, 2008.

The Tenant stated that she clearly understands that a failure to pay her rent for November on or before November 01, 2008; a failure to ensure that the Landlord has

received \$589.07 on or before November 15, 2007; a failure to pay \$75.00 to the Landlord prior to November 30, 2008; and a failure to remove the trash and dog feces from her yard prior to November 03, 2008, will result in the tenancy ending on November 30, 2008.

The Tenant also stated that she clearly understands that the Landlord is entitled to end this tenancy in the future, on the grounds that the Tenant is repeatedly late paying her rent, if the Tenant fails to pay any future rent payment on, or before, the first day of the month.

### Conclusion

On the basis of the mutual agreement to extend this tenancy, I will be granting the Landlord an Order of Possession that is effective on November 30, 2008. This Order of Possession is enforceable only if the Tenant fails to pay her rent for November on or before November 01, 2008; if the Tenant fails to ensure that the Landlord has received \$589.07 on or before November 15, 2007; the Tenant fails to pay \$75.00 to the Landlord prior to November 30, 2008; and the Tenant fails to remove the trash and dog feces from her yard prior to November 03, 2008.

On the basis of the mutual agreement between the parties, I will be granting the Landlord a monetary Order in the amount of \$971.94, which is comprised of \$589.07 for rent that was in arrears; \$307.87 in rent from November of 2008; \$75.00 in compensation for an NSF cheque and the cost of filing this Application for Dispute Resolution. This monetary Order is not enforceable prior to November 30, 2008 and, upon enforcement, must be reduced by any amount that is paid towards the debt that has been established. In the event that the Tenant does not comply with this Order, it may be served on the Tenant after November 30, 2008, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Date of Decision: October 27, 2008