

Decision

Dispute Codes: OPR MNR FF

Introduction

I have been delegated authority under section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

This is the Landlord’s application to be awarded a monetary order for loss of rent for February and March, 2009, for an Order of Possession, and to recover the filing fee from the Tenant for the cost of this application.

Preliminary Matters

Both parties attended the hearing and reached an agreement with respect to terms of settlement of the monetary order and the date that the Tenant will give up vacant possession of the rental unit.

The terms that were agreed upon at the hearing are as follows:

- The Tenant will pay the Landlord the amount of \$1,000.00 representing \$950.00 loss of rent for February, 2009 and the \$50.00 filing fee, by the end of the day on February 15, 2009. The Tenant will vacate the rental unit on February 28, 2009.
- The Landlord is willing to hold enforcement of an Order of Possession on the condition that the Tenant pays to the Landlord the sum of \$1,000.00, representing \$950.00 loss of rent for February, 2009 and the \$50.00 filing fee, by the end of the day on February 15, 2009. If the Tenant does not pay the amount of \$1,000.00 to the Landlord by the end of the day on February 15, 2009, the Landlord is entitled to enforce an immediate Order of Possession for the rental unit.

The Landlord's application for loss of rent for the month of March, 2009, is premature. I grant leave for the Landlord to reapply for loss of rent for March, 2009, if necessary.

Conclusion

I dismiss the Landlord's application for loss of rent for March, 2009, with leave to reapply.

I grant the Landlord a monetary order for \$1,000.00. The Landlord has agreed not to enforce the monetary order if the Tenant complies with the terms of their agreement as set out above. In the event that the Tenant does not comply with the terms of the agreement as set out above, this order may be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.

I grant the Landlord an immediate Order of Possession. The Landlord has agreed not to enforce the Order of Possession if the Tenant complies with the terms of their agreement as set out above. In the event that the Tenant does not comply with the terms of the agreement as set out above, this Order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

February 9, 2009
