



# Dispute Resolution Services

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

## **DECISION AND REASONS**

**Dispute Codes:** OPR, MNR, MND, FF.

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- An order of possession pursuant to Section 55;
- A monetary order for rent owed by the tenant and for damage to the unit, pursuant to Section 67;
- An order to recover the cost of filing this application, pursuant to Section 72.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing, a decision has been reached.

During the hearing, the landlord withdrew the portion of the claim for costs to repair damage to the rental unit and will reapply if necessary, after the tenant moves out.

### **Issues to be decided**

- Is the landlord entitled to an order of possession for unpaid rent?
- Is the landlord entitled to a monetary order for unpaid rent and the filing fee?

### **Background and Evidence**

Based on the affirmed testimony of both parties the agreed upon facts are as follows:

The tenancy started on January 01, 2006. The monthly rent is \$684.42 due in advance on the first day of the month. The tenant last paid rent for November 2008 and has failed to pay rent since then. The tenant paid rent for December 2008 by a cheque which was returned for insufficient funds (NSF). The landlord issued a notice to end tenancy (NTE) on December 10, 2008.

The tenant also paid rent for January 2009 by an NSF cheque and was issued a NTE on January 14, 2009. The tenant fell on hard times due to problems with the tenant's

pension and made an agreement with the landlord to pay all outstanding rent by January 28, 2009. However, the tenant did not make a payment on this day and also failed to pay rent for February and March 2009. The landlord is applying for an order of possession and a monetary order for:

1.	Rent for December 2008	\$660.00
2.	Rent for January 2009	\$684.42
3.	NSF fees for both months	\$50.00
4.	Rent for February	\$684.42
5.	Rent for March	\$684.42
7.	Filing fee	\$50.00
	<b>Total</b>	<b>\$2813.26</b>

### **Analysis**

Pursuant to section 63 of the *Act*, during the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. Specifically, it was agreed as follows, that:

- The tenant will pay to the landlord **\$2,813.26**, by certified cheque on or before **2 p.m. on March 13, 2009**.
- The landlord agrees to let the tenancy continue, if the tenant pays \$2,813.26 on or before 2 p.m. on March 13, 2009.
- The parties agree that an order of possession effective two days after service on the tenant, will be issued, but will not be served on the tenant nor enforced if the tenant is in compliance with the above agreement and pays \$2,813.26 to the landlord on or before 2 p.m. on March 13, 2009.
- If the tenancy continues on, the tenant will pay rent on the day that rent is due which is the first day of every month.
- The parties will exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive landlord – tenant relationship.

**Conclusion**

Pursuant to the above agreement, I hereby issue an order of possession in favour of the landlord effective two days after service on the tenant. This Order may be filed in the Supreme Court for enforcement if necessary. I also grant the landlord a monetary order pursuant to the above agreement in the amount of **\$2,813.26**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated March 06, 2009.

---

Dispute Resolution Officer