

DECISION

Dispute Codes OPR MNR FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and a Monetary Order for unpaid rent and to recover the filing fee from the tenant.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, delivered in person by the landlord to the tenant on March 16, 2009 at approximately 6:30 p.m.

Both the landlord and tenant appeared, acknowledged receipt of evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, in documentary form, and to cross exam each other.

All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

The issues to be decided based on the testimony and the evidence are:

- Whether the landlord is entitled to an Order of Possession under Section 55 of the *Act* for cause
- Whether the landlord is entitled to a Monetary Order under section 67 of the *Act* for unpaid rent and to recover the filing fee

Background and Evidence

The tenancy began on January 1, 2006, is a month to month tenancy, and the rent of \$715.00 is payable on the 1st of each month. The tenant paid the security deposit of \$337.50 on January 9, 2006.

The landlord testified that the tenant currently owes \$415.00 for March 2009 rent \$715.00 for April rent for a total of \$1,130.00. The landlord stated that a 10 Day Notice to End Tenancy was slid under the tenant's door on March 2, 2009.

The tenant testified that he did receive the 10 Day Notice to End Tenancy on March 2, 2009, and that he is behind in his rent because he was laid off from his job in January 2009. The tenant stated that he applied for Employment Insurance, but that he just recently found out that he did not have enough hours to qualify for Employment Insurance.

The tenant testified that he recently acquired a job with a local trucking company and is scheduled to commence work on approximately April 21, 2009.

After a brief discussion the landlord and tenant came to an agreement whereby the tenant would pay his rental arrears as quickly as possible and that the tenant would ensure that March, April and May 2009 would be paid in full no later than May 20, 2009.

An Order of Possession dated for May 20, 2009 was requested by the landlord, to be served on the tenant in the event that the tenant did not pay the rental arrears in full by May 20, 2009.

Analysis

The landlord and tenant have come to an agreement whereby the landlord would allow the tenant time to get caught up on his rental arrears, paying all arrears in full no later than May 20, 2009.

Based on the foregoing, I find that the landlord is entitled to an Order of Possession to be served on the tenant if the tenant fails to bring his rent current by May 20, 2009.

I find that the landlord has succeeded in his application and is entitled to recover the filing fee of \$50.00 from the tenant.

Conclusion

I HEREBY FIND that the landlord is entitled to an Order of Possession effective **May 20, 2009**. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I HEREBY FIND in favor of the landlord's monetary claim to recover the filing fee. A copy of the landlord's decision will be accompanied by a Monetary Order for \$50.00. The order must be served on the respondent and is enforceable through the Provincial Court and enforced as an order of that 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: April 17, 2009.

Dispute Resolution Officer