



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

### Dispute Codes:

OPR, MNR, MNSD, FF

### Introduction

This hearing was scheduled in response to the Landlord's 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 Landlord and the male Tenant were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

The female Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were personally served to the female Tenant on December 11, 2009. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the female Tenant did not appear at the hearing.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to an Order of Possession for unpaid rent; to a monetary Order for unpaid rent; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The male Agent for the Landlord and the male Tenant agreed that this tenancy began on May 01, 2009 and that the Tenant is required to pay monthly rent of \$1,250.00 on the first day of each month.

The male Agent for the Landlord and the Tenant agree that the Tenant did not pay rent when it was due on November 01, 2009; that the Tenant did not pay any rent for December of 2009; and that the Tenant did not pay any rent for January of 2010.

The male Agent for the Landlord and the Tenant agree that the Tenant was served with a Ten Day Notice to End Tenancy for Unpaid Rent on November 02, 2009; that the Tenant paid a portion of the outstanding rent for November on November 06, 2009, at which time the Tenant was issued a receipt that declared the rent was being accepted for use and occupancy only; and that the Tenant paid the remaining outstanding rent for November on November 27, 2009, at which time the Tenant was issued a receipt that declared the rent was being accepted for use and occupancy only.

After discussing the outstanding rent the male Agent for the Landlord and the male Tenant mutually agreed to end this tenancy under the following terms:

- The Landlord will withdraw his Notice to End Tenancy that was effective on November 15, 2009
- The Tenant will vacate the rental unit prior to 1300 hours on January 31, 2010
- The Tenant will pay the Landlord \$2,500.00 in rent for December and January
- The Tenant will not impede the Landlord's efforts to show the rental unit to prospective tenants.

### Conclusion

On the basis of the mutual agreement that was reached by the parties, I hereby grant the Landlord an Order of Possession that is effective at 1:00 p.m. on January 31, 2010. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

On the basis of the mutual agreement that was reached by the parties, I hereby grant the Landlord a monetary Order for the amount of \$2,500.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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: January 13, 2010.

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Dispute Resolution Officer