



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD, OPR, MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee.

Agents for the Landlord appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenant appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

### Issues(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

### Background and Evidence

This tenancy began on August 1, 2007, as a one year fixed term tenancy and continues now on a month to month basis. The monthly rent is \$843.00.

Based on affirmed testimony the Landlord issued a 10 day Notice to End Tenancy on August 3, 2010, with a stated effective date of August 13, 2010, which self corrects under the Act to August 16, 2010. The Landlord testified that since the 10 day Notice was issued, the Tenant has paid the amount of \$467.73 and that the Tenant is now in arrears in the amount of \$1,580.50, consisting of unpaid rent and late fees.

The Tenant did not dispute the amount of arrears, but requested from the Landlord to be given a chance to make a substantial payment by September 24, make payments in October and to be paid in full by November 1, 2010.

### Settled Agreement

After testimony by both parties, the Landlord and Tenant reached a settled agreement. The Landlord agreed to accept the Tenant's offer of \$510.00 payment by September 24, 2010, and to pay the remainder of all arrears as provided by the Landlord by November 1, 2010.

The Tenant understands that the Landlord will be issued an order of possession, based upon the settled agreement, and that if the Tenant fails to pay \$510.00 by September 24, 2010, the Landlord may obtain a writ of possession and have the Tenant evicted.

The Tenant accepts and affirms that he owe the Landlord the amount of \$1,580.50 in unpaid rent and late fees.

As this matter was settled, I decline to assign the filing fee costs to the Tenant.

### Conclusion

The Landlord and Tenant have reached a settled agreement that the tenancy will end unless the amount of \$510.00 is paid by September 24, 2010.

I find that the Landlord has established a total monetary claim of \$1,580.50 comprised of outstanding rent and late fees and I grant the Landlord an **order** under section 67 for the amount of **\$1,580.50**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Based upon the settled agreement, as provided in section 63 of the Act, I grant the Landlord an **Order of Possession** that is effective on **September 30, 2010, at 1:00 p.m.** unless payment of \$510.00 is paid by the Tenant to the Landlord by September 24, 2010. In the event the Tenant not pay this amount, the Order may be served on the Tenant, filed with the Provincial Court (Small Claims) 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: September 22, 2010.

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Dispute Resolution Officer