



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPC, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession and to recover the filing fee?

Background and Evidence

The tenancy started in August 2004. The monthly rent is \$350.00 due in advance on the first of each month. On June 26, 2012, the landlord served the tenant with a one month notice to end tenancy for repeatedly paying rent late. The tenant did not dispute the notice. The tenant agreed that she was late paying rent on at least four of the last six months.

Analysis

Pursuant to section 38 of the *Residential Tenancy Policy Guideline*, three late payments are the minimum number sufficient to justify a notice under these provisions. In the last six months, the tenant agreed that she was late paying rent at least four times. Therefore, I find that the landlord has proven his reason to end the tenancy.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute on the following terms:

1. The landlord agreed to allow the tenancy to continue on condition that the tenant paid rent on time from here on now.
2. The tenant agreed to pay rent on the day rent is due.
3. The tenant stated that she understood that if rent was not paid on time, the landlord will serve her with a notice to end tenancy.
4. The tenant agreed to pay \$50.00 for the recovery of the filing fee in installments on the following dates:

August 22, 2012	\$25.00
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5. Both parties stated that they understood and agreed to the terms of this agreement.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue. The tenant will make payments as per the agreed upon schedule.

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: August 07, 2012.

Residential Tenancy Branch