



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RANCHO MANAGEMENT SERVICES BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR OPR MNSD FF

Introduction:

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

- a) A monetary order pursuant to Section 67;
- b) An Order of Possession pursuant to Sections 46, and 55;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

Both parties attended and the tenant agreed she received the Notice to end Tenancy dated April 16, 2013 posted on her door and the Application for Dispute Resolution by registered mail. I find that the tenant was properly served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

The tenant was issued a Notice to End Tenancy dated April 16, 2013 for unpaid rent. Is the landlord now entitled to an Order of Possession and to a Monetary Order for rental arrears and filing fee?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced February 15, 2013, a security deposit of \$450 was paid and rent is currently \$900 a month, payable on the 1st. It is undisputed that the tenant owes \$900 rent for April plus \$50 in NSF fees and has not paid rent for May.

After discussion of some of the consequences of the fixed term lease and the tenant's situation, the parties agreed to settle on the following terms and conditions:

Settlement Agreement:

1. The tenant agrees to pay by money order on May 29, 2013 the full amount of the rent for April, May and June 2013 together with a signed notice to end her tenancy by or on June 30, 2013. The tenant also agrees that the landlord may retain her security deposit.
2. The landlord agrees that they will take no further action against the tenant for monies owed for rent provided she fulfills the terms of her agreement.
3. The parties agree that the landlord will receive an Order of Possession effective two days from service and a monetary order for \$1000. These orders will not be enforced provided the tenant fulfills the terms of her agreement as set out in section 1 above.
4. This agreement will settle all matters between the parties in respect to this tenancy.

On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis and Conclusion:

I find that the landlord is entitled to an Order of Possession. There is outstanding rent. Based on the above noted agreement, the landlord will obtain an Order of Possession which they agree not to enforce provided the tenant fulfills the terms of the agreement as set out above.

I find that the landlord is entitled to a monetary order for \$1,000 for rent for April (\$900), an amount for NSF cheques (\$50) and filing fees for this application (\$50). Based on the above noted agreement, the landlord will not enforce this monetary order if the tenant fulfills the terms of the settlement agreement as set out above. I find the landlord is entitled to retain the security deposit as agreed in addition to payment of rent.

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: May 28, 2013

Residential Tenancy Branch