



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Spruston Enterprises Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, OPC, MNR, FF

Introduction

This was a hearing with respect to the landlord's application for an order for possession and a monetary order. The hearing was conducted by conference call. The landlord's representative and the tenant called in and participated in the hearing.

Issue(s) to be Decided

Is the landlord entitled to an order for possession?

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a house and surrounding yard on a larger parcel of land. The tenancy began several years ago. The tenant has missed a number of rent payments and has been served with several 10 day Notices to End Tenancy for unpaid rent. As of February 1, 2013 the tenant owed 3,600.00 in current rent and rental arrears, but since then he has made additional payments and has reduced the amount of the arrears. The landlord has also complained that the tenant has allowed a squatter to live on the land adjacent to the house on the rental property.

Analysis and conclusion

During the hearing the landlord and the tenant agreed to a resolution of the matters in dispute. The landlord agreed to allow the tenancy to continue upon two conditions; the first is that the squatter living on the rental property must vacate the property no later than May 12, 2013. If the squatter has not left the property and removed all his belongings by that date, his continued presence shall constitute sufficient cause to end the tenancy and the landlord may serve the tenant with a one month Notice to End Tenancy for cause and apply for an order for possession. The second condition is that the tenant must pay all outstanding rental arrears and bring the rent into good standing

by no later than August 1, 2013. If the tenant has not paid the arrears by that date the landlord may serve a 10 day Notice to End Tenancy for unpaid rent and apply for an immediate order for possession and a monetary order.

The tenant agreed and accepted the above terms. Pursuant to the agreement of the parties, I order that the Notice to End Tenancy for unpaid rent be and is hereby cancelled and the tenancy will continue upon the agreed terms and with the tenant's express acknowledgement that breach of the agreed conditions shall constitute good and sufficient grounds to end the tenancy.

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 08, 2013

Residential Tenancy Branch

