



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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 he received personally the Notice to end Tenancy dated June 10, 2013 and the Application for Dispute Resolution. 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 June 10, 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 May 1, 2012 and rent is currently \$850 a month. It is undisputed that the tenant owes \$50 rent from June 2013 and \$850 rent for July 2013. In the tenancy agreement, the security deposit is noted as \$425; the landlord said the tenant did not pay the full amount but the tenant said he has a receipt and he did pay it. The tenant said he had experienced job loss but now has a job and wants to settle this matter if he can. After further negotiation and discussion, the parties agreed to settle the matter on the following terms and conditions:

### **Settlement Agreement:**

1. The tenant will pay the landlord \$950 by July 30, 2013 for the outstanding rent of \$900 and the \$50 filing fee for this application.
2. The tenant will clean up around the trailer and replace the broken window by July 30, 2013.

3. The tenant will obey section 29 of the Act and allow the landlord access to inspect the interior of the unit upon at least 24 hours written notice which may be posted on his door.
4. The landlord will receive an Order of Possession effective July 31, 2013 and a monetary order for \$950 and she agrees not to enforce these orders providing the tenant fulfills the above terms of this agreement by July 30, 2013.

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

### **Analysis**

#### Order of Possession

Based on the above noted agreement made freely by the parties, I find that the landlord is entitled to an Order of Possession effective July 31, 2013 which she has agreed not to enforce provided the tenant fulfills the noted terms of the agreement.

#### Monetary Order

I find that there are rental arrears in the amount of \$900 representing rental arrears for June and July 2013. Pursuant to the above noted agreement the landlord is issued a monetary order for \$950 which includes the filing fee and which she agrees not to enforce provided the tenant fulfills the terms of the agreement. The security deposit remains in trust with the landlord but I decline to make a finding as to the amount on deposit as there is insufficient evidence at this time. The parties should take note that if there is a future dispute concerning the amount of the security deposit, all receipts or other evidence on it should be provided to the Residential Tenancy Branch.

### **Conclusion:**

I find the landlord is entitled to an Order of Possession effective July 31, 2013 and a monetary order for \$950. These orders are not to be enforced provided the tenant fulfills the terms of the agreement as noted above.

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: July 04, 2013

