



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MDSD & FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 10 day Notice to End Tenancy was sufficiently served on the Tenant by posting on the Tenant's door on June 15, 2013. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Tenant by mailing, by registered mail to where the Tenant resides on July 5, 2013. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on May 15, 2010, end on May 31, 2011 and become month to month after that. The present rent is \$730.10 per month payable on the first day of each month. The tenant paid a security deposit of \$350 at the start of the tenancy. At the time the Application for Dispute Resolution was filed the tenant(s) failed to pay the rent for the months of June (\$482.20 is owed) and July (\$730.10 is owed) and the sum of \$1215.30 remains owing. The tenant(s) has since paid all of the rent for June and July. However, she owes the sum of \$580.10 for August. The tenant remains in the rental unit.

The parties have agreed that if the tenant pays the arrears and future rent as set out below the landlord will reinstate the tenancy. However, the landlord seeks a monetary order and an order for possession in case the tenant is unable to pay as she has represented.

Analysis

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Accordingly, I granted the landlord an Order for Possession. With the consent of the parties I set the effective date of the Order for Possession for September 2, 2013.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee

I determined the tenant has failed to pay the rent for the month(s) of August and the sum of \$580.10 remains outstanding. I granted the landlord a monetary order in the sum of \$580.10 plus the sum of \$50 in respect of the filing fee for a total of \$630.10.

Security Deposit

The landlord withdrew the claim for the security deposit as it appears the parties have reached a settlement and the tenancy will be reinstated

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

The tenant represented that she could pay \$400 on August 15, 2013 and the balance in the sum of \$230.10 plus the rent for September in the sum of \$730.10 for a total of \$960.20 by September 1, 2013.

Settlement:

The parties reached the following settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

1. The tenant shall pay \$400 of the arrears by August 15, 2013 and the balance of the arrears in the sum of \$230.10 plus the rent for September in the sum of \$730.10 for a total of \$960.20 by September 1, 2013.
2. The landlord agreed that if the tenant makes the payments as provided above the landlord would reinstate the tenancy and would not enforce the monetary order and Order for Possession. However, if the tenant fails to make any one or both of the payments the landlord would be at liberty to exercise the landlord's rights under the monetary order and Order for Possession.

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 06, 2013

Residential Tenancy Branch