



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TOP VISION REALTY INC.  
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.

### **Preliminary Issues and Service:**

The female tenant attended and said the male named in the application was not a tenant but her boyfriend and sometimes occupant/guest. She agreed she received the Notice to end Tenancy dated August 13, 2013 posted on her door and also the Application for Dispute Resolution. Both parties requested an amendment to add the female tenant to the Application and any decisions or orders. The amendment was granted and the hearing proceeded. I find that the tenant was 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 August 13, 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 on December 2012 and there was a security deposit of \$375 was paid (\$187.50 by this female tenant and \$187.50 by her female room mate who has since vacated). The tenant said that the situation has been very strange; there was never a tenancy agreement, although she requested one, there seemed to be 3 owners of the property

and they quarrelled about the amount of rent to be charged. She initially agreed with one partner that the rent was to be \$750 a month, she signed intent to rent for this amount and she and her room mate were paying it.

She said in May 2013 that several new landlords or agents were introduced and now this current agent appears to be handling matters. She said the landlords were now demanding \$1000 a month, they seemed to want to get rid of them, she was afraid and her female room mate moved out. She said her boyfriend named in this Application paid \$1000 to stop the harassment.

The landlord said that there were no existing tenancy agreements or other documentary evidence to produce. He said the male tenant/occupant named in this application was paying the rent so the landlords and managers assumed he was the tenant. However, he said the landlords are willing to waive all rent owing if the tenant agrees to vacate the premises peacefully. After further discussion, the parties agreed as follows:

**Settlement Agreement:**

- 1. The tenant may reside in the premises rent free until November 15, 2013 and the landlord will receive an Order of Possession for that date.**
- 2. The parties agree that no monies will be owed each to the other and the tenant gives the landlord permission to retain any security deposit.**
- 3. This agreement settles all matters between the parties with respect to this tenancy.**

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 settlement agreement, I find that the landlord is entitled to an Order of Possession to be effective November 15, 2013.

**Monetary Order?**

Although the tenant freely admitted that she owes rent for September, I find that the landlord in the above noted agreement has waived all amounts owing or owed for rent until November 15, 2013. I find the tenant has given the landlord permission to retain the security deposit so neither party owes anything to the other.

**Conclusion:**

I find the landlord is entitled to an Order of Possession effective November 15, 2013. I find the landlord has waived all monies owed so no filing fee is awarded for this application.

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: October 02, 2013

---

Residential Tenancy Branch

