



# Dispute Resolution Services

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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 she received personally the Notice to end Tenancy dated August 13, 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 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 in February 2013, a security deposit of \$400 was paid, it is now a month to month tenancy and rent is currently \$785 a month. It is undisputed that the tenant owes \$3235 in rental arrears to the end of October 2013. The parties have agreed to settle on the following terms and conditions:

### **Settlement Agreement:**

1. The tenant will pay \$1200 of the arrears plus \$785 rent for November (total \$1985) by November 1, 2013.

2. **The parties agree that there will be a payment plan to pay off the remaining arrears of \$2,035 in 9 monthly payments of \$226.11 due on the 1<sup>st</sup> of each month.**
3. **The parties agree that the landlord will be issued an Order of Possession effective 2 days from service which the landlord agrees not to enforce provided the tenant fulfills both of the above terms.**

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

### **Analysis**

#### **Order of Possession**

Pursuant to the above noted agreement, I find that the landlord is entitled to an Order of Possession which they agree not to enforce provided the tenant fulfills the terms of the agreement and makes the payments as promised.

### **Conclusion:**

I find the landlord is entitled to an Order of Possession effective two days from service which they agree not to enforce provided the tenant makes payments as promised. I find the landlord is entitled to recover filing fees paid for this application and may recover them by adding \$50 to the amount owed by the tenant.

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 30, 2013

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Residential Tenancy Branch

