



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REALTY EXECUTIVES VANTAGE (AGENT)
and [tenant name suppressed to protect privacy]

DECISION

and

RECORD OF SETTLEMENT

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent / loss of revenue - Section 67;
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

Both parties attended the hearing and were given opportunity to present all relevant evidence in respect to the claims, to make relevant prior submissions to the hearing, fully participate in the conference call hearing, discuss their dispute, and present all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the notice to end tenancy valid?
Is the landlord entitled to an Order of Possession?
Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on May 01, 2013. Rent in the amount of \$600.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$300.00. The tenant failed to pay rent in the month of August and September 2013 and on September 10, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the months of October and November 2013 however

made a payment toward arrears in the amount of \$400.00 on November 05, 2013. The quantum of the landlord's monetary claim, on application, is for outstanding arrears in the sum of \$2050.00, and an Order of Possession.

Analysis

Based on the testimony of the landlord and the tenant I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant did not pay the outstanding rent within the prescribed time to do so and has not applied to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an Order of Possession and a Monetary Order in the amount sought.

However, during the course of the hearing the parties discussed the issues in dispute and confirmed they agreed to settle all issues in dispute related to the tenancy to the full satisfaction of both parties, and the respective claim of the landlord, and that I record their settlement as per Section 63 of the *Residential Tenancy Act*, as follows:

1. Both parties agree the tenant will pay the landlord all arrears of rent and all rent owed under the tenancy agreement for *December 2013* in the agreed sum amount of **\$2650.00** on or before **December 01, 2013**, and the tenancy will continue. The parties acknowledge the landlord will receive a **Monetary Order** for the *current* amount in arrears (\$2050.00), which if necessary, is enforceable in BC Small Claims Court.
2. Both parties agree that if the tenant does not satisfy the agreed amount of \$2650.00 by the agreed date, the landlord will serve the tenant with an **Order of Possession effective 2 days from the day it is served**, and the tenancy will end in accordance with that Order, and the landlord may enforce the **Monetary Order**.
3. Both parties acknowledge that if the tenant complies with the effective terms of this settlement agreement the Order of Possession and the Monetary Order are immediately rendered **null and void and of no effect** and **the tenancy will continue** in full force thereafter in accordance with the effective tenancy agreement.
4. Moving forward, the parties further agree that the tenant will act, arrange, or otherwise will ensure that from here on the landlord will be paid the monthly rent directly by Income Assistance.

As the parties agreed to settle their dispute, I decline to grant the landlord their filing fee

Conclusion

I make the following Orders, only effective in accordance with the parties' agreement:

I grant an Order of Possession to the landlord **effective 2 days from the day it is served on the tenant**. If the landlord wants to rely on this Order the tenant must be served with this Order as per the agreement. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I grant the landlord a **Monetary Order** under Section 67 of the Act for the amount of **\$2050.00**. If necessary and only in accordance with the parties' agreement, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision and Settlement is final and binding on both parties.

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: November 06, 2013

Residential Tenancy Branch

