



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Baywest Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, OPR

### Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for unpaid rent.

Both the landlord and tenant attended the teleconference hearing and gave affirmed evidence.

### Issue(s) to be Decided

Should the notice to end tenancy be cancelled?

### Background and Evidence

The tenant gave evidence that the tenancy started February 1, 2014 and the tenant is obligated to pay \$685.00 rent monthly in advance on the first day of the month. The tenant also paid a security deposit of \$342.50.

The landlord gave evidence that she served the tenant with a Notice to End Tenancy for Unpaid Rent (the "Notice") on February 19, 2014 by posting the Notice on the tenant's door. Section 90 of the Act provides that because the Notice was served by posting it on the tenant's door, the tenant is deemed to have received the Notice three days later on February 22, 2014. The Notice states the tenant failed to pay \$100.00 rent that was due on February 1, 2014.

The tenant gave evidence that he has not paid \$100.00 rent that was due February 1, 2014 and has not paid any of the \$685.00 rent that was due March 1, 2014. The tenant agrees that he also owes the landlord \$25.00 in late fees for each of February and March 2014. The tenant gave evidence that he lost his job on February 14, 2014 and is awaiting his Employment Insurance.

The landlord requests on order of possession.

### Analysis

I find the tenant received the Notice on February 22, 2014. I accept the evidence of the parties that the tenant did not pay \$100.00 rent that was due for February 2014 and has not paid \$685.00 rent that was due for March 2014.

I find the tenant has not provided any basis on which I can cancel the Notice. The landlord is therefore entitled to an order of possession. I grant the landlord an order of possession which must be served on the tenant. Should the tenant fail to comply with the order, it may be filed for enforcement in the Supreme Court.

Section 63 of the Act provides that the parties may settle their dispute in the hearing, and the director may record the settlement in the form of a decision or an order. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

### RECORD OF SETTLEMENT

1. That the tenant will pay the landlord \$835.00 by midnight on March 31, 2014. This represents the unpaid rent for February and March 2014 and late fees of \$50.00;
2. That the tenant will pay the landlord \$685.00 by midnight on April 1, 2014 for April 2014 rent.
3. That the landlord will reinstate the tenancy and not serve the order of possession, provided the tenant complies with parts 1 and 2 of this settlement;
4. That if the tenant fails to comply with either part 1 or part 2 of this settlement, the landlord will serve the tenant with the order of possession forthwith.

### Conclusion

I grant the landlord an order of possession. As the parties have settled the matters at issue, no further action is necessary and the file is closed.

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: March 18, 2014

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Residential Tenancy Branch

