



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for unpaid rent, and an application by the landlord for an order of possession and a monetary order for unpaid rent and to recover the RTB filing fee.

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?

If not, is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord gave evidence that the tenant is obligated to pay \$640.00 in rent monthly in advance on the first day of the month. The tenant also paid a security deposit of \$320.00.

The landlord gave evidence that the in-house building manager served the tenant with a Notice to End Tenancy for Unpaid Rent (the "Notice") by posting the Notice on the tenant's door on February 3, 2014. The Notice specifies that the tenant failed to pay \$1,280.00 that was due on February 1, 2014.

The landlord's evidence is that the tenant provided a cheque for \$400.00 as a partial rent payment for January 2014. However, the bank advised the building manager that there were not sufficient funds to cover the cheque. The building manager therefore did not deposit the cheque. The building manager returned to the bank at a later date, was told there were sufficient funds to cover the cheque, and deposited the cheque. The landlord's evidence is that the cheque cleared on February 15, 2014.

The landlord gave evidence that on February 3, 2014, the day the Notice was served, the tenant had not paid any rent for January or February 2014 and so the Notice reflects two months' rent owing.

The tenant's evidence is that, when he received the Notice, he thought he had already paid \$400.00 toward January 2014 rent. He therefore thought the landlord was asking him to pay February 2014 rent and also March 2014 rent in advance.

The tenant agrees that he still owes \$240.00 for January 2014 rent and has not paid any rent yet for February 2014 or March 2014. The tenant agrees his outstanding total rent owing as of the date of the hearing is \$1,520.00.

Analysis

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 \$1,280.00 for February and March 2014 rent by the end of the day on March 27, 2014;
2. That the tenant will pay the landlord \$640.00 for April 2014 rent on April 1, 2014;
3. That the tenant will pay the landlord \$760.00 for May 2014 rent (\$640.00) and for half of the outstanding amount owing for January 2014 rent (\$120.00) on May 1, 2014;
4. That the tenant will pay the landlord \$760.00 for June 2014 rent (\$640.00) and for half of the outstanding amount owing for January 2014 rent (\$120.00) on June 1, 2014;
5. That I will provide the landlord with an Order of Possession;
6. That the landlord will not serve the tenant with the Order of Possession unless the tenant fails to make one or more of the payments specified in this settlement in paragraphs 1 through 4 above.

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 27, 2014

Residential Tenancy Branch

