



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* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent;
- 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.

This hearing also dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- e) To cancel a Notice to End Tenancy for unpaid rent.

SERVICE

Both parties attended the hearing and each confirmed receipt of the Notice to End Tenancy dated March 3, 2014 and of each other's Application for Dispute Resolution. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that rent is owed and they are entitled to an Order of Possession and a monetary order for rental arrears and to recover the filing fee for this application?

Or is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced in June 2013, that rent is \$3850 a month and a security deposit of \$1875 was paid in June 2013. It is undisputed that the tenant has not paid rent for February 2014 although he

has paid rent for March and April 2014. He did not receive a receipt qualifying that the acceptance of the rent was “for use and occupancy only”. The tenant said he had been the subject of fraud on his bank account but said he did not want to quibble about details and preferred to pay the outstanding rent and settle with the landlord.

After discussion, the parties agreed to settle on the following terms and conditions:

Settlement Agreement:

- I. The tenant will pay the landlord \$3850 (February rent) plus \$45 for the bank charges on or before May 15, 2014.**
- II. The landlord will receive an Order of Possession effective May 16, 2014 which they agree not to enforce provided the tenant pays \$3895 by May 15, 2014.**
- III. This settles all matters between the parties in respect to this tenancy to this date.**

In evidence is the Notice to End Tenancy for unpaid rent, an NSF cheque and text messages.

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

Analysis

Based on the above noted agreement, the landlord is issued an Order of Possession effective May 16, 2014 which he agrees not to enforce provided the tenant pays \$3895 by May 15, 2014.

Conclusion:

The matter was settled on the above noted terms. No filing fees are awarded.

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: May 01, 2014

Residential Tenancy Branch

