



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Crossroads Enterprises Limited
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDC, OPR, MNR, FF

Introduction

The tenant applies to cancel a ten day Notice to End Tenancy dated September 10, 2014 and for a monetary award for alleged harassment by the landlord's representative.

The landlord applies for an order of possession pursuant to that Notice and a monetary award for unpaid rent. The landlord withdrew its claim for late fees.

The harassment claims arises from a letter from the landlord's representative send last June. The letter outlines the enforcement steps the landlord intends to take with an order of possession. The landlord is threatening the tenant that it will exercise its lawful rights. That is not harassment.

The parties agreed that I should consider the evidence and determine what rent is owed. Upon that determination the tenant will pay an extra \$60.00 per month each moth with her rent of \$860.00 for a total monthly payment of \$920.00 until the arrears are paid in full. Failure to pay the extra \$60.00 in any month with the rent when due will collapse the agreement and the entire remaining balance of the arrears will become due as rent. The landlord may include that balance as rent in any ten day Notice to End Tenancy it might issue.

The tenant was unable to pay the July rent of \$860.00. It was agreed that she would pay it off at \$60.00 per month starting August 1, 2014. She paid no money in July. She paid the August rent of \$860.00 plus a \$20.00 late fee by August 27th (\$395.00 cash August 2nd and \$530.00 Interac August 27th). Those monies were paid for August rent. The extension agreement for payment of July rent had not been formally cancelled by the landlord at that time.

She paid an additional \$50.00 on August 27th but I find that it was for an agreed reimbursement of the \$50.00 filing fee paid by the landlord in its July eviction

proceeding and which was settled by the initial agreement to pay July rent over time. It cannot be credited against rent owed.

As on September 1st, the tenant owed September rent of \$860.00 and still owed the July rent of \$860.00. She paid nothing in September. As of October 1st she owed and additional \$860.00 for October rent for a total of \$2580.00. She paid a total of \$1450.00 in October leaving a balance of \$1130.00.

That amount; \$1130.00, is the amount the tenant agrees to pay over time at the rate of \$60.00 per month with her regular \$860.00 rent starting with a November rent and arrears contribution totalling \$920.00. It is to be paid within five days of receipt of this decision.

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 03, 2014

Residential Tenancy Branch

