



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR OPR FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order of Possession pursuant to Sections 46, and 55; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

Both parties attended and the tenant agreed that the Notice to end Tenancy dated October 8, 2014 was served personally and the Application for Dispute Resolution by registered mail. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

The tenant was issued a Notice to End Tenancy dated October 8, 2014 for unpaid rent. Is the landlord now entitled to an Order of Possession and to a Monetary Order for rental arrears and filing fee?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The landlord testified that tenancy commenced on July 1, 2014 when he took it over from a previous owner. He said there was no security deposit and the tenant first said it was written off by the previous landlord for some repairs but later he said he was unsure if there was still a deposit that should have been transferred. It was agreed that rent is \$2000 a month and the tenant has not paid rent from August 2014 to the present. The tenant said they had medical problems but he has now sold a vehicle and has a post dated cheque for December 31, 2014 when he plans to pay all outstanding rent. The landlord said he has no desire to end the tenancy if the tenant pays his rent. After discussion, the parties agreed to settle on the following terms and conditions:

Settlement Agreement:

The tenant agrees to pay \$10,000 of the outstanding rent by December 31, 2014 plus \$100 filing fee.

The landlord will receive an Order of Possession effective January 2, 2015 which he agrees not to enforce provided the tenant pays him the rent as agreed by December 31, 2014.

The landlord will receive a monetary order for \$10,100 (\$10,000 plus filing fee of \$100) which he agrees not to enforce provided the tenant pays this amount by December 31, 2014.

In evidence is the Notice to End Tenancy, an incomplete lease agreement, and a registered mail receipt. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

I find that the landlord is entitled to an Order of Possession as agreed above effective January 2, 2015 which he agrees not to enforce provided the tenant pays him the amount as promised.

I find that there are rental arrears in the amount of \$10,000 representing rental arrears to December 31, 2014. I find the landlord entitled to a monetary order for this amount plus the \$100 filing fee. The landlord agrees not to enforce this monetary order provided the tenant pays him by December 31, 2014.

Conclusion:

I find the landlord is entitled to an Order of Possession effective January 2, 2015 and a monetary order for \$10,100 to be paid by December 31, 2014. I find the landlord does not have authority to enforce these orders if the tenant pays \$10,100 by December 31, 2014.

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: December 16, 2014

Residential Tenancy Branch

