



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Alpine Court  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, FF, CNR, OLC, MNDC, LRE, DRI

This hearing dealt with two related applications. One was the landlords' application for an order of possession and a monetary order. The other was the tenant's application for orders setting aside a 10 Day Notice to End Tenancy: disputing a rent increase; compelling the landlords to comply with the Act, regulation or tenancy agreement; limiting the landlord's right of entry; and granting the tenant a monetary order. Both parties appeared and had an opportunity to be heard.

The parties agreed that the tenant had been served with a 10 Day Notice to End Tenancy for Non-Payment of Rent or Utilities and the tenant acknowledged that the arrears of rent had not been paid. Based on the above facts I find that the landlord is entitled to an order of possession.

The tenant also acknowledged that the total amount owing to the landlord as of the date of hearing is \$2350.00 comprised of arrears of rent for December and January in the amount of \$2250.00 and parking fees in the amount of \$100.00 for December and January.

**The parties agreed at the hearing that if the tenant pays the full amount of \$2350.00 on or before 3:00 on January 10, 2015, the landlord will permit the tenant to remain in the rental unit until 1:00 pm, Sunday, January 31, 2015.**

The landlord is not reinstating the tenancy by accepting any payment from the tenant. The landlord is only permitting the tenant to stay in the rental unit until the end of January on the above conditions so as to allow the tenant some additional time to find a new place to live.

Should the tenant fail to make the payment set out above, the order of possession that has been provided to the landlord with this decision may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I also grant the landlord a monetary order pursuant to section 67 in the amount of \$2350.00. If the tenant fails to make the payments as set out in this decision the monetary order may be filed in the Small Claims Court and enforced as an order of that court. In addition, section 38(3) of the *Residential Tenancy Act* allows a landlord to retain from a security deposit or pet damage deposit an amount that an arbitrator had previously ordered the tenant to pay to the landlord and that, at the end of the tenancy, remains unpaid.

In consideration of this agreement the landlord agreed to waive any claim for reimbursement of the filing fee and the tenant agreed to renounce any of the other claims made on his application for dispute resolution. Both parties intend this settlement agreement to be in full satisfaction of any claims between them.

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: January 07, 2015

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Residential Tenancy Branch

