



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RPR Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

CNR

### Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to cancel a Notice to End Tenancy for Unpaid Rent.

The Tenant stated that on December 19, 2014 a third party personally served the Agent for the Landlord with the Application for Dispute Resolution, the Notice of Hearing and documents the Tenant wishes to rely upon as evidence. The Agent for the Landlord stated that these documents were received on December 30, 2014. As the documents were received by the Landlord, they were accepted as evidence for these proceedings.

On January 06, 2015 and January 20, 2015 the Landlord submitted numerous documents to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Landlord stated that these documents were served to the Tenant by registered mail on January 20, 2015. The Tenant acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

Both parties were represented at the hearing and were given the opportunity to provide oral evidence, to ask questions, and to make submissions.

### Preliminary Matter

With the consent of both parties, the Application for Dispute resolution was amended to reflect the correct spelling of the Landlord's name.

### Issue(s) to be Decided

Should the Notice to End Tenancy for Unpaid Rent be set aside?

### Background and Evidence

During the hearing the Agent for the Landlord and the Tenant agreed to settle this dispute under the following terms:

- The tenancy will continue, providing the Tenant pays \$443.00 in rent for December of 2014 and January of 2015 by noon on February 05, 2015
- The Tenant agrees to pay her rent on, or before, the first day of each month
- The Tenant agrees to take her tenancy “seriously” so the Landlord does not have to “chase her” for the rent
- The Landlord will be granted an Order of Possession that is enforceable only if the Tenant does not pay \$443.00 to the Landlord by noon on February 05, 2015
- The Landlord will be granted an Order for \$443.00 that is enforceable only if the Tenant does not pay \$443.00 to the Landlord by noon on February 05, 2015.

### Analysis

This matter has been settled in accordance with the aforementioned terms.

### Conclusion

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. **In the event the Tenant does not pay \$443.00 to the Landlord by noon on February 05, 2015, this Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.**

On the basis of the settlement agreement, I grant the Landlord a monetary Order for \$443.00. **In the event the Tenant does not pay \$443.00 to the Landlord by noon on February 05, 2015, this Order may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.**

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: February 04, 2015

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Residential Tenancy Branch

