



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding B.C. Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This was a hearing with respect to the landlord's application for an order for possession and a monetary order for unpaid rent. The hearing was conducted by conference call. The landlord's agent, the tenant and the tenant's advocate called in and participated in the hearing.

Issue(s) to be Decided

Is the landlord entitled to an order for possession pursuant to a 10 day Notice to End Tenancy for unpaid rent?

Is the landlord entitled to a monetary award for unpaid rent and if so, in what amount?

Background and Evidence

The rental unit is a residential housing unit in Northern B.C. The tenancy began October 2, 2014 for a fixed term with monthly rent in the amount of \$551.00 payable on the first of each month. The tenant failed to pay the rent for December when it was due. The landlord served the tenant with a 10 day Notice to End Tenancy dated December 8, 2014. The tenant did not apply to dispute the Notice and she has not paid the outstanding rent. The landlord's agent testified that the sum of \$1,653.00 is owed as rent for the months of December, January and February. The tenant and her advocate acknowledged at the hearing that the tenant agrees that she owes rent in the amount stated by the landlord.

At the hearing the tenant's advocate said that the parties had reached a tentative agreement whereby the tenant would make several installment payments towards the rental arrears and the landlord would allow the tenancy to continue. The tenant has proposed to pay \$700.00 within a week, followed by payment of a further \$500.00 in February. The tenant proposes that she would pay the rest of the arrears by paying an additional amount each month over and above her regular rent payment.

The landlord's agent said that the landlord is agreeable to the tenant's proposal, but the landlord requested that it be given a monetary order in the amount claimed and have an order for possession to be enforced in the event that the tenant fails to meet her obligations. The tenant, through her advocate, agreed that the landlord should have the orders requested. The landlord's agent and the tenant and her advocate agreed to have a discussion after the hearing to work out the details of the increased monthly payments to be made to the landlord to retire the balance of the rental arrears.

Analysis

There is no dispute that the sum of \$1,653.00 is outstanding for rent for December, January and February. The landlord is entitled to recover the \$50.00 filing fee, for a total award of \$1,703.00 and I grant the landlord a monetary order in the said amount. The order may be filed in the Small Claims Court and enforced as an order of that court, but eh landlord has agreed to accept payments by installments from the tenant.

The tenant has not disputed the Notice to End Tenancy for unpaid rent and the landlord is entitled to an order for possession as requested, to be effective February 28, 2015, after service on the tenant in the event that the tenant fails to pay the arrears as agreed between the parties. The landlord's agent acknowledged at the hearing that if the arrears are paid, then the tenancy will be reinstated and the order for possession will then no longer be enforceable.

Conclusion

The landlord has been granted a monetary order and an order for possession pursuant to the agreement stated above. The order for possession shall be enforceable only in the event that the tenant fails to make the agreed payments on or before the effective date of the order.

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 05, 2015

Residential Tenancy Branch

