



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pemberton Homes
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MT, CNR, FF

This hearing dealt with two related applications. One was the landlord's application for an order of possession based upon a 10 Day Notice to End Tenancy for Non-Payment of Rent and a monetary order. The other was the tenants' application for orders setting aside the notice to end tenancy and granting them more time in which to make the application. Both parties appeared and had an opportunity to be heard.

The parties agreed that this one year fixed term tenancy commenced November 12, 2014. The monthly rent of \$1500.00 is due on the first day of the month. The tenants paid a security deposit of \$750.00 and agreed to pay a pet damage deposit of \$750.00 in the future.

In a preliminary discussion the tenant said she had withheld rent because the landlord had not addressed certain maintenance issues at the rental unit. The tenant described two of the issues and the importance those items represented to their family. The landlord listed some of the work that had already been done at the rental unit and explained that interruptions in rent payment limited the funds available for further repairs.

The tenant was advised of her obligation under section 26(1) of the *Residential Tenancy Act* to pay the rent when it is due whether or not the landlord is in compliance with the legislation or the tenancy agreement, unless she has an order from an arbitrator allowing her to deduct all or a portion of the rent.

The landlord was reminded of its' obligations under section 32 to maintain the rental unit and under section 7 to minimize any possible damage or loss.

With their legal obligations clearly in mind the parties agreed as follows:

- 1) If the tenants pay the sum of \$1600.00; comprised of arrears of rent for January in the amount of \$1500.00, late fee for January in the amount of \$25.00, NSF fee for

January in the amount of \$25.00, and the \$50.00 fee paid by the landlord for its' application by 5:00 pm on Thursday, February 12, 2015, the tenancy will continue.

- 2) If this payment is not made as required by this decision:
 - a) The landlord may exercise its rights under the order of possession that is provided with this decision. If enforcement is necessary the order may be filed in the Supreme Court and enforced as an order of that court.
 - b) The landlord may also exercise its rights under the monetary order in the amount of \$1600.00 that is provided with this decision. If enforcement is necessary the order may be filed in the Small Claims Court and enforced as an order of that court.
- 3) The tenants will pay the pet damage deposit in two installments: \$375.00 on or before 5:00 pm on Friday, February 20, 2015 and the balance of \$375.00 on or before 5:00 pm, on Friday, February 27, 2015.
- 4) To address some of the communication issues that appear to have arisen between the landlord and the tenants the landlord's representative advised the tenants to direct all inquiries and requests to her.

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 11, 2015

Residential Tenancy Branch

