



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;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

Both parties attended and the tenant agreed they received the Notice to end Tenancy dated January 2, 2015 and the Application for Dispute Resolution by personal service. I find that the tenant was properly 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 January 2, 2015 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 undisputed evidence is that the tenancy commenced March 26, 2007, a security deposit of \$175 was paid and rent is currently \$400 a month for this tenant. Apparently the co-tenant also pays \$400 a month. The landlord said that the tenant was \$660 in arrears because he failed to pay some past rent. The tenant disputed this amount and said his rent has been paid by the Ministry for several years and he is getting a print out of the payments to show this. After further discussion, the parties agreed to settle on the following terms and conditions:

Settlement Agreement:

1. The tenant agrees he owed \$230 to the landlord.
2. The tenant agrees to pay \$50 per month in addition to his rent cheque of \$400 from the Ministry in each month commencing February 2015 to May 2015 and to pay the balance of \$30 in June 2015.
3. The landlord agrees he will issue dated receipts for each payment showing the payment and the balance owing.
4. The landlord will receive an Order of Possession effective June 30, 2015 which he agrees not to enforce provided the tenant fulfills the promised conditions in this agreement.

In evidence is the Notice to End Tenancy, a note to the Ministry and one Ministry statement. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Monetary Order

I find that the tenant owes \$230 to the landlord as agreed in the hearing. I find he has agreed to make \$50 in partial payments each month commencing February 2015 with the final \$30 to be paid in June 2015.

Conclusion:

Based on the above noted agreement, I find the landlord is entitled to an Order of Possession effective June 30, 2015 which he agrees not to enforce, provided the tenant pays arrears as promised. I find the landlord is entitled to recover filing fees paid for this application and **I HEREBY ORDER that the landlord may deduct \$50 from the security deposit to recover this fee. This will leave \$125 security deposit in trust for the tenant.**

I HEREBY ORDER that the landlord issue dated receipts to the tenant for each payment, showing both the payment made and the balance outstanding.

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 10, 2015

Residential Tenancy Branch

