



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SHERINGHAM CONSTRUCTION & MANAGEMENT CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNR OPR MNSD 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 16, 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 16, 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 in July 2012, a security deposit of \$550 and a pet damage deposit of \$550 were paid and rent is currently \$1050 a month. It is undisputed that the tenant owes \$1925 in rent to the current date. The tenant said he had had some problems. The landlord said the tenant is a good tenant and they are willing to make a settlement agreement with him.

The terms of the settlement agreement are as follows:

1. The tenant will pay the landlord \$1925 which is the outstanding rent by February 27, 2015.
2. The landlord will receive an Order of Possession effective February 28, 2015 which they agree they will not enforce provided the tenant pays the outstanding rent as promised.
3. The security and pet damage deposits will remain in trust for the tenant as the tenancy may continue if the rent is paid as promised.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

### **Analysis**

#### Order of Possession

Based on the above noted settlement agreement, I find that the landlord is entitled to an Order of Possession effective February 28, 2015 which the landlord agrees not to enforce provided the tenant pays the rent as promised.

#### Monetary Order

Based on the mutual agreement, I find that there are rental arrears in the amount of \$1925 to date; I find the landlord entitled to a monetary order for this amount.

I note I cautioned the landlord to consult section 7(1)(d) of the Residential Tenancy Regulation where it limits late fees to \$25 per occurrence and only if there is a provision for late fees in the lease (section 7( 2)).

### **Conclusion:**

Based on the Agreement set out above, I find the landlord is entitled to an Order of Possession effective February 28, 2015 and a monetary order for \$1925. No filing fee is awarded as this was not part of the settlement.

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 19, 2015

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Residential Tenancy Branch

