Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 487559 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes   CNR RR FF

Introduction:
This was an application by the tenant pursuant to the *Residential Tenancy Act* for orders as follows:

   a) To cancel a Notice to End the Tenancy for non-payment of rent dated February 20, 2015 pursuant to section 46;
   b) An order for a refund of rent pursuant to section 65 because of lack of maintenance contrary to section 32; and
   c) To recover the filing fee for this Application.

SERVICE:
I find that the Notice to End a Residential Tenancy was served by posting it on the door and the landlord admitted service of the application for dispute resolution. I find the documents were legally served for the purposes of this hearing.

Issues: Is the tenant entitled to any relief?

Background and Evidence:
Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The original tenancy began in 2009 in an adjoining home and the current tenancy began in June 2012. The current rent is $ 1,000.00 a month, payable on the first of the month. The tenant paid a security deposit amounting to $500 in two payments in 2009 and in 2012. The landlord's agents testified that the tenant made partial payments and the Notice to End Tenancy showed an accumulated rent debt of $1550 by February 20, 2015. The tenant said his numbers show he should only owe $350 but he did agree he owes rent and had not paid anything since the Notice to End Tenancy was issued.

The tenant discussed shortcomings in the heating system of the home and some problems he had had dealing with the landlord's agents. The landlord requested an Order of Possession if the tenant is unsuccessful in the hearing. After further discussion, the parties decided to settle on the following terms and conditions:
Settlement Agreement:
   1. The tenant will vacate the property by May 31, 2015.

2. The tenant will pay $725 to the landlord's agent on April 15, 2015 and agrees to be home when the agent calls to collect that day.
3. The tenant will pay $1,000 to the landlord's agent on May 1, 2015 and agrees to be home when the agent calls to collect that day.
4. The parties agree that the landlord may retain the security deposit of the tenant ($500) in partial payment of amounts outstanding.
5. The landlord will obtain an Order of Possession effective two days from service **which the landlord agrees not to enforce provided the tenant pays the amounts specified above on the specified dates and provided the tenant vacates the property as agreed on May 31, 2015.**
6. This agreement settles all matters between the parties to this date.

Analysis:
The Notice to End a Residential Tenancy is based on non-payment of rent. Although the parties had some conflicting accounts of events in the hearing, I find they voluntarily agreed to settle on the terms set out above.

Therefore, pursuant to the above noted agreement, I grant the landlord an Order of Possession effective two days from service. I note the landlord has agreed not to enforce this Order provided the tenant pays the amounts as specified and makes himself available on the dates specified for collection.

Conclusion:
Pursuant to my authority in section 55 of the Act, I grant the landlord an Order for Possession effective two days from service. Should the tenant not fulfill any of the conditions as agreed, the tenant must be served with this Order. If served and if the tenant fails to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement. I dismiss the tenant's application without recovery of the filing fee as the financial matters were settled in the hearing.

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: April 02, 2015

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Residential Tenancy Branch