



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNR, FF

### **Introduction**

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to recover the filing fee for this application - Section 72.

Both parties appeared, provided testimony and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party. The landlord provided into evidence a 'letter of agreement' and a copy of a series of cheques by the tenant which were not honoured / negotiated by the tenant's financial institution.

### **Issue(s) to be Decided**

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy has ended. The tenant vacated May 01, 2015.

Both parties acknowledged that the landlord is currently owed unpaid rent in respect to the tenancy. On March 31, 2015 the parties entered into a written and signed agreement, in part, for the tenant to satisfy all rent arrears owed to the landlord by installments from April 01 to September 15, 2015 in the sum amount of \$5100.00. The parties agreed as to the terms and facts established by their agreement signed on April 04, 2015. The parties agreed that to this date the tenant has satisfied a fraction of the agreement. The landlord claims they have lost confidence in the tenant to satisfy the remainder of the arrears in the amount of \$4800.00 and seeks a monetary order for the balance of the arrears.

### **Analysis**

Based on the landlord's evidence and the parties' agreement as to the facts in this matter, I find that the parties entered into an agreement on April 04, 2015, in part to address the arrears of rent owed to the landlord. I find that, effectively, the parties agreed to an installment plan in respect to the arrears, but it remains that to date the landlord is owed \$4800.00 in unpaid rent, to which the landlord is entitled. As a result, I find the landlord is entitled to any unpaid rent and I grant the landlord the amount of the unpaid rent of \$4800.00. It must be noted that it remains available to the landlord to accept installments in satisfaction of their award in accordance with the established agreed installment plan.

As the landlord was successful in this application they are entitled to recover their filing fee of \$50.00 – for a monetary order in the sum of **\$4850.00**.

### **Conclusion**

**I grant** the landlord an Order under Section 67 of the Act for the amount of **\$4850.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*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: May 25, 2015

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Residential Tenancy Branch

