



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

The only written submission was a copy of an April 8, 2015 10 day Notice to end tenancy.

Issue(s) to be Decided

Is the landlord entitled to an Order of possession for unpaid rent?

Is the landlord entitled to a monetary Order for unpaid rent?

Background and Evidence

The parties agreed that a tenancy commenced two years ago. There was some dispute as to whether there had been multiple co-tenants. The landlord said only the tenant and her ex-spouse had been tenants. The tenant said five people had been named as co-tenants.

There was no dispute that effective October 2014 the tenancy continued with the tenant as the only tenant. The landlord confirmed that they allow the tenant to take in roommates who assist her with rent payments.

Rent is \$900.00 per month. The landlord is holding a security deposit in the sum of \$950.00. The tenant said rent is due on the second day; the landlord said it is due on the first day of each month. Rent is paid when the landlord arrives at the rental unit. The landlord's English language skills are not strong so the tenant has been issuing receipts for the monthly rent payments. The landlord signs the receipts and does not receive a copy of the receipts.

The parties agreed that the tenant's daughter receives monthly payments of \$500.00 from a government agency that money is then given to the landlord toward rent owed.

The parties agreed that the tenant was not given the April 8, 2015 10 day Notice to end tenancy for unpaid rent until the tenant received the hearing documents on either May 8 or 9, 2015. The documents were sent by regular mail.

Mutually Settled Agreement

The parties mutually agreed to the following:

- The tenant owes \$1,100.00 rent arrears between January and May 2015, inclusive;
- The tenant will pay the \$1,100.00 rent arrears in full no later than August 31, 2015;
- The landlord is entitled to a monetary Order in the sum of \$1,100.00 for rent owed from January to May 2015, inclusive;
- The landlord will issue receipts for all rent arrears payments made, indicating the sum paid and amount outstanding;
- The balance of June 2015 rent owed in the sum of \$1,400.00 will be paid in full no later than June 11, 2015;
- July and August 2015 rent in the sum of \$1,900.00 will be paid in full on the first day of each month to the landlord who will attend at the rental unit at 6:30 p.m.;
- The landlord will issue separate receipts for total rent paid for June, July and August, 2015;
- The landlord is entitled to an Order of possession that may be served to the tenant on June 12, 2015, July 2, 2015 or August 2, 2015 if rent is not paid as agreed. For example, if the balance of June 2015 rent is not fully paid by June 11, 2015, the Order of possession may be served to the tenant on June 12, 2015 and will be enforceable within two days. If June rent is paid as agreed but July 2015 rent is not paid in full on July 1, 2015; the Order may be served to the tenant on July 2, 2015. The same process may be followed on August 2, 2015; and
- If all rent is paid as agreed the Order of possession may only be served to the tenant to enforce an agreed tenancy end date of August 31, 2015.

Section 62(3) of the Act provides:

(3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies

Therefore, in support of the mutually settled agreement I find and Order, pursuant to section 62(3) of the Act the following:

- The landlord is entitled to compensation in the sum of \$1,100.00 for rent arrears owed from January to May 2015 inclusive and that the landlord is entitled to a monetary Order;

Based on the mutual agreement and my Order I grant the landlord a monetary Order in the sum of \$1,100.00 which is not enforceable until September 1, 2015. In the event that the tenant does not comply with this Order and the mutually settled agreement, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court

- The tenant is to pay the \$1,400.00 balance owed for June 2015 rent no later than June 11, 2015;
- If the June rent arrears are not paid in full by June 11, 2015 the landlord is entitled an Order of possession which may be served to the tenant on June 12, 2015;
- If all of the June rent arrears are paid by June 11, 2015 the tenancy will continue;
- The tenant must pay rent owed, in full on July 1 and August 1, 2015, to the landlord who will attend at the rental unit at 6:30 p.m. on each of those dates;
- If rent is not paid in full on July 1, 2015 the landlord may serve the tenant the Order of possession on July 2, 2015;
- If July 2015 rent is paid in full on July 1, 2015 the tenancy will continue;
- If August 2015 rent is not paid in full on August 1, 2015 the landlord may serve the tenant the Order of possession on August 2, 2015;
- If June, July and August 2015 rent is paid as agreed and Ordered the tenancy will continue until August 31, 2015 at 1 p.m. at which time the tenancy will end. In this case the landlord may serve the Order of possession no earlier than August 29, 2015 for an effective date of August 31, 2015.

The landlord has been granted an Order of Possession that is effective two days after service to the tenant, when given in compliance with the mutually settled agreement and my Orders. This Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

The parties are advised to retain copies of all receipts issued as a record of the payments made and for use if enforcement of the Orders becomes necessary.

Conclusion

By mutual agreement and Order the landlord is entitled to an Order of possession and monetary Order for unpaid rent as set out above.

This decision and mutually settled agreement is final and binding on the parties, unless otherwise provided under the Act, and 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: June 04, 2015

Residential Tenancy Branch

