



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bristol Estates
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This was a hearing with respect to the landlord's application for an order for possession and a monetary order. The hearing was conducted by conference call. The landlord's representative and the named tenant called in and participated in the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and if so, in what amount?
Is the landlord entitled to an order for possession pursuant to a 10 day Notice to End Tenancy for unpaid rent?

Background and Evidence

The rental unit is an apartment in Surrey. The tenancy began on April 1, 2015. The monthly rent is \$950.00, payable on the first of each month. The tenants paid a security deposit and a pet deposit at the start of the tenancy.

The landlord served the tenants with a 10 day Notice to End Tenancy for unpaid rent dated October 2, 2015 by posting the Notice to the door of the rental unit.

The tenants did not apply to dispute the Notice to End Tenancy, but they have made several rent payments since the Notice was served. The landlord's representative testified that, taking into account all payments made to date, the sum of \$565.00 is currently owed for December's rent. The landlord has claimed a further \$75.00 for three late rent payments at \$25.00 each, as provided by the tenancy agreement.

The tenant acknowledged that the landlord's claim for unpaid rent is correct and he agreed that the tenants owe the amount claimed.

The landlord's representative said that the landlord is prepared to allow the tenancy to continue provided the tenants pay the arrears for December and pay January rent not later than January 2nd. The landlord's representative requested a monetary order for the sum of \$690.00 inclusive of the landlord's filing fee for this application and he requested an order for possession effective January 2, 2016, to be enforced only in the event that the tenants fail to pay the rent for January by January 2nd.

The tenant agreed to the landlord's proposal. He said the tenants will pay the outstanding sum of \$690.00 this month and will pay January rent by January 2, 2016.

Analysis

There is no dispute that there is outstanding rent in the amount of \$565.00. The landlord is entitled to recover late fees of \$75.00 and the \$50.00 filing fee for this application for a total award of \$690.00 and I grant the landlord an order under section 67 in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that court.

I grant the landlord an order for possession effective January 2, 2016, to be enforced on in the event that January rent has not been paid by January 2, 2016.

Conclusion

The landlord has been granted a monetary order and an order for possession as set out above.

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: December 15, 2015

Residential Tenancy Branch

