



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD & FF

### Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$1020 for unpaid rent
- c. An Order to retain the security deposit.
- d. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The landlord failed to correctly identify the tenant in the Application for Dispute Resolution. The parties agreed that I could amend the application to correctly identify the tenant as GPDM which is the name on the tenancy agreement.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

I find that the 10 day Notice to End Tenancy was properly served on the Tenant. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenant by mailing, by registered mail to where the Tenant resides. The tenant testified that he did not receive the Application until late yesterday afternoon after it was placed under his door. He testified he did not receive any notification in the mail. Despite the issues relating to the name of the tenant and service the parties proceeded with the hearing and reached a settlement. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?

- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on July 1, 2015, end on June 30, 2016 and become month to month after that. The rent is \$980 per month payable on the first day of each month. The tenant paid a security deposit of \$490 at the start of the tenancy. The tenant(s) failed to pay the rent for the months of April, May and June and the sum of \$1430 remains owing. The tenant(s) have remained in the rental unit.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Accordingly, I granted the landlord an Order for Possession effective July 2, 2016 (delayed by 2 days to give the tenant an opportunity to make the rent payment for July 2016). However, the landlord has agreed that if the tenant pays the arrears and the rent for July when due as provided below he will not enforce the Order for Possession and will reinstate the tenancy. .

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

The parties acknowledged the sum of \$1430 is owed in outstanding rent for April, May and June. I granted the landlord a monetary order in the sum of \$1430 plus the sum of \$50 in respect of the filing fee (the parties agreed the tenant would pay half of the cost of the filing fee) for a total of \$1480.

Security Deposit:

I did not make an order with regard to the security deposit as the parties reached a settlement which is set out below and the tenancy will be reinstated if the payments are made.

Settlement:

The parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties agreed that I could amend the style of cause of the Application for Dispute Resolution by changing the name of the tenant from PG to GPDM.
- b. The parties agree that the Tenant owes the landlord the sum of \$1430 in outstanding rent for the end of June 2016 plus the sum of \$50 (for half of the cost of the filing fee) for a total of \$1480.
- c. The parties request that the arbitrator issue an Order for Possession effective July 2, 2016 and a monetary order against the tenant in the sum of \$1480.
- d. The tenant represented he would make the following two payments to retire the monetary order:
  - Payment 1 in the sum of \$740 on or before June 15, 2016 (partial satisfaction of the monetary order)
  - Payment 2 in the sum \$740 on or before June 24, 2016
  - \$980 being the rent for July on or before July 1, 2016.
- e. The landlord agreed that if the Tenant makes the payment as provided above the landlord would not enforce the Order for Possession and Monetary Order and would reinstate the tenancy.

Conclusion:

In summary I granted an Order for Possession effective July 2, 2016. This order is conditional on the agreement between the parties that if the Tenant makes the payments set out above the landlord would not enforce the orders and would reinstate the tenancy. I ordered that the Tenant pay to the landlord the sum of \$1480.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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: June 09, 2016

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Residential Tenancy Branch