



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 \$1348 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.

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.

I find that the 10 day Notice to End Tenancy was served on the Tenant by posting on November 4, 2016. 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 on December 1, 2016. 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 written tenancy agreement that provided that the tenancy would start on January 1, 2014. The rent is subsidized and the Tenant pays \$406 per month payable in

advance on the first day of each month. The tenant paid a security deposit of \$292 prior to the start of the tenancy.

At the time the Notice was served the tenant had failed to pay the rent when due. The tenant has since paid the rent for the end of December 2016 and the \$100 filing fee.. The landlord needs to calculate what is owed in rent for January 2017 as the tenant's circumstances have changed.

Settlement::

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

- a. The Tenant shall pay the rent for January as calculated by the landlord by January 13, 2017.
- b. If the Tenant fails to pay the rent as provided above the landlord shall be a liberty to serve a new Notice to End Tenancy and take steps to end the tenancy in accordance with the Residential Tenancy Act.
- c. The tenant shall pay the rent for subsequent months on the first day of each month when due.
- d. The tenant shall communicate with the landlord with respect to non-payment of rent issues and if he fails to do so the landlord shall have the right to talk to his sister.
- e. The landlord withdraws the application for a monetary order and an Order for Possession on a without prejudice basis.
- f. The tenant shall pay to the landlord the cost of the filing fee in the sum of \$100 and the parties confirm that such sum has already been paid.

Orders:

As a result of the settlement I ordered that the application of the landlord be dismissed with liberty to re-apply.

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: January 04, 2017

Residential Tenancy Branch

