



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR

Introduction

The Application for Dispute Resolution filed by the landlord seeks an Order of Possession for non-payment of rent.

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 personally served on the Tenant on January 11, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the Tenant on March 11, 2017.

Issue(s) to be Decided

The issue to be decided is whether the landlord is entitled to an Order for Possession?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on September 1, 2004. The rent at that time was \$590 per month payable in advance on the first day of each month. The Tenant paid a security deposit of \$295 on August 20, 2004. The rent has since been increased to \$823 per month.

The tenant(s) failed to pay the rent for the months of January 2017, February 2017 and March 2017 and the sum of \$2469 remains owing.

The tenant(s) continues to reside the rental unit. The tenant does not dispute the rent is owed. However, he proposed that he be given an extension of time to pay the rent.

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 on 2 days notice.

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.

Settlement:

At the hearing the tenant requested an extension of time to pay the arrears of rent. 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 tenant shall do the following:
 - Pay to the Landlord the sum of \$1646 on or before April 1, 2017 to cover the rent for April 2017 and one of the months in arrears.
 - Pay to the Landlord the sum of \$1646 on or before May 1, 2017 to cover the rent for May and one of the months in arrears.
 - Pay to the Landlord the sum of \$1646 on or before June 1, 2017 to cover the rent for June and the last month in arrears.
- b. The parties agree that provided the Tenant makes the payments as provided above the Tenant shall be permitted to remain in the rental unit and upon the last payment the landlord shall reinstate the tenancy. However, if the tenant fails to make any one of the payments the landlord shall be at liberty to exercise his rights under the Order of Possession without further notice and the Tenant shall vacate the rental unit..

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: March 30, 2017

Residential Tenancy Branch