



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LU'MA NATIVE HOUSING BCH SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR OPR MNSD FF

Introduction:

Both parties attended the hearing and gave sworn testimony. They confirmed that the 10 Day Notice to End Tenancy dated April 17, 2017 to be effective April 28, 2017 was served by posting it on the door and the Application for Dispute Resolution was served by registered mail. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order of Possession pursuant to Sections 46, and 55; and
- d) An order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

Is the landlord entitled to an Order of Possession and a Monetary Order for rental arrears and filing fee?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced January 3, 2011, a security deposit of \$397 was paid on December 15, 2010 and rent as subsidized is currently \$948 a month. The landlord said the rent was \$1105 a month until recently when they met with the tenant and it was adjusted retroactively to \$948 a month. This made a significant difference to the amount owed. The landlord said the tenant is making some payments and they would like to preserve the tenancy. Currently the tenant owes \$648 and the rent for July of \$948 is due soon.

Both parties agreed they would like to preserve the tenancy and turned their minds to settlement. They freely and voluntarily suggested and agreed to the following terms:

Settlement Agreement:

1. The tenant will pay the \$948 for July 2017 rent on or before July 7, 2017.
2. The tenant will pay at least half of the rent arrears of \$648 by July 15, 2017.

3. **The landlord will obtain an Order of Possession effective July 15, 2017 which the landlord agrees not to enforce provided the tenant makes payment as agreed above.**
4. **This agreement settles all matters between the parties to this date.**

Based on the settlement agreement, the landlord withdraws their request for a monetary order at this time.

In evidence is the Notice to End Tenancy, the tenancy agreement, rent records and registered mail receipts. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Based on the above noted settlement agreement, I find the landlord is entitled to an Order of Possession effective July 15, 2017.

Monetary Order

The landlord has withdrawn their request for a monetary order so none is issued.

Conclusion:

I find the landlord is entitled to an Order of Possession July 15, 2017. The request for the filing fee was withdrawn.

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 28, 2017

Residential Tenancy Branch