



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      MNSD, OPR, MNR, MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee.

The Landlord's Agent, the Tenant and her witness appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

### Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

### Background and Evidence

This tenancy began on August 1, 2001, on a month to month basis. The monthly rent is currently \$914.00 and a security deposit of \$390.00 was paid on July 29, 2001.

Based on affirmed testimony of the Landlord's Agent and the evidence, the Landlord issued a 10 day Notice to End Tenancy for Unpaid Rent (the "Notice") on December 10, 2010, by posting on the door, with a stated effective date of December 20, 2010, which self corrects under the Act to December 23, 2010. The Landlord testified that since the Notice was issued, the Tenant has paid the amount of \$1,114.00 and that the Tenant is now in arrears in the amount of \$1,228.00.

The Tenant did not dispute the amount of arrears, but requested from the Landlord to be given a chance to make substantial payments, including the February 1, 2011, rent of \$914.00 by February 1, 2011.

### Settled Agreement

After testimony by both parties, the Landlord and Tenant reached a settled agreement. The Landlord agreed to accept the Tenant's offer of **\$2,192.00** payment on or before February 1, 2011, which includes \$1,228.00 for unpaid rent as of the day of the hearing, \$914.00 for the February 1, 2011 rent, and the \$50.00 filing fee paid by the Landlord.

The Tenant understands that the Landlord will be issued an order of possession, based upon the settled agreement, and that if the Tenant fails to pay **\$2,192.00** on or before February 1, 2011, the Landlord may obtain a writ of possession and have the Tenant evicted.

The Tenant accepts and affirms that she owes the Landlord the amount of **\$2,192.00** in unpaid rent and understands that the Landlord will be issued a monetary order in the amount of \$2,192.00, which will include the February 1, 2011, rent payment.

### Conclusion

The Landlord and Tenant have reached a settled agreement that the tenancy will end unless the amount of \$2,192.00 is paid on or before February 1, 2011.

Based upon the settled agreement, as provided in section 63 of the Act, I grant the Landlord an **Order of Possession** that is effective **2 days after service on the Tenant** unless payment of \$2,192.00 is paid by the Tenant to the Landlord on or before February 1, 2011. In the event the Tenant does not pay this amount, this order may be filed in the Supreme Court and enforced as an order of that Court.

Based upon the settled agreement, I provide the Landlord a **monetary order** for **\$2,192.00**. In the event the Tenant does not pay this amount on or before February 1, 2011, the Order may be filed in the Provincial Court (Small Claims) 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: January 26, 2011.

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Residential Tenancy Branch