



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution made by the Landlord.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Resolution

During the course of the hearing the parties negotiated a resolution to this dispute. I set this out as follows:

The Tenants acknowledge they were served with a 10 day Notice to End Tenancy for non-payment of rent on January 12, 2012, and although they made some payments following the date of service, the Tenants did not dispute the 10 day Notice to End Tenancy and still owe the Landlord rent in arrears.

Both parties agree that as of February 16, 2012, the Tenants owe the Landlord \$1,365.00 in unpaid rents.

Both parties agreed that the Landlord would be entitled to an order of possession in these circumstances.

The Agent for the Landlord explained the Landlord would like to see this tenancy continue, however, the Landlord wants the Tenants to make their rent payments on time, maintain the upkeep on the rental site and keep their dogs under control.

The Agent for the Landlord consented that the Landlord would be willing to withhold enforcement of an order for possession on the condition the Tenants pay to the Landlord before 5:00 pm on April 13, 2012, the total amount of **\$1,415.00** comprised of rents due to February 16, 2012, of \$1,365.00 and the \$50.00 filing fee for this application. If the Tenants adhere to this, then the tenancy will continue until otherwise ended in accordance with the Act.

The parties agree that if the **\$1,415.00** is not paid 5:00 pm on April 13, 2012, then the Landlord is entitled to enforce the order for possession two days after

service on the Tenants. A formal order has been issued and may be filed in the Supreme Court and enforced as an order of that Court.

As for the monetary claim, the Landlord has been granted a monetary order in the amount agreed to be owed by the parties. If the Tenants fail to pay the rent in arrears as agreed to above, the Landlord may enforce the monetary order and must account for any payments made by the Tenants. This order may be enforced in the Provincial Court (Small Claims Division).

The Tenants are cautioned they are required to pay their rents on time, including but not limited to their March and April 2012 rents.

The Tenants are further cautioned that under the Act the Landlord may end the tenancy for repeated late payment of rent by serving the Tenants with a one month Notice to End Tenancy.

The parties are commended for reaching a resolution in this matter.

This decision is final and binding on the parties, except as provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: February 16, 2012.

Residential Tenancy Branch