



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes: *CNC*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order to cancel the notice to end tenancy for cause, pursuant to Section 47.

Issues

Does the landlord have cause to end tenancy?

Background and Evidence

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing, a decision has been reached.

I find that the Notice to End Tenancy for cause, dated November 13, 2008 was served on the tenant on November 13, 2008 in person, with an effective date of December 31, 2008. The tenant filed an application for dispute resolution on November 14, 2008. The tenant testified that the tenancy started on May 01, 2004. The monthly rent is \$624.00.

The landlord stated that the reason for the notice to end tenancy was that the tenant was repeatedly late in making her rent payments. However, soon after the landlord served the tenant with the notice to end the tenancy, the tenant caught up with her rent payments and currently does not owe the landlord rent. Both parties came to an agreement regarding the payment of rent and the landlord agreed to withdraw the notice to end tenancy and allow the tenancy to continue.

The agreement consisted of the following terms:

- The tenant will pay rent by way of two cheques on the 5th and 20th of each month, the first cheque being for the current month and the second cheque being in advance for the next month.
- The landlord has withdrawn the notice to end tenancy and the tenancy will continue.

Analysis

Based on the sworn testimony of the landlord and tenant, I find that a mutually agreed upon arrangement has been made by both parties and the landlord has withdrawn the notice to end tenancy.

Conclusion

The notice to end tenancy for cause is set aside and the tenancy will continue according to the terms of the mutual agreement between landlord and tenant.

Dated December 05, 2008.
