



Dispute Resolution Services

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

Decision

Dispute Codes: CNR

Introduction

This hearing dealt with the tenant's application for cancellation of a 10 day notice to end tenancy for unpaid rent. Both parties participated in the hearing and each gave affirmed testimony.

Issue to be Decided

- Whether the tenant is entitled to cancellation of a 10 day notice to end tenancy

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on March 1, 2008. Rent in the amount of \$350.00 was payable in advance on the first day of each month. No security deposit was collected at the start of tenancy.

A complex series of events which included, but was not limited to, repair work in the unit, the tenant's withholding certain portions of the monthly rent, and considerable oral and written communication between the parties, all contributed to the landlord taking a position that rent was in arrears. Ultimately, the landlord served the tenant with a 10 day notice to end tenancy for unpaid rent dated December 20, 2008. In response to his receipt of this notice, the tenant made application for dispute resolution.

During the hearing the parties respectfully afforded each other an opportunity to set out their differing perspectives on events leading up to the dispute.

Analysis

Pursuant to section 63 of the *Act*, during the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. Specifically, it was agreed as follows, that:

- no monies remain payable by either party to the other;
- pursuant to an order of possession in favour of the landlord, the tenant will vacate the unit on or before 1:00 pm, Monday, February 2, 2009;
- the tenant will communicate with the tenant named as the subscriber on the BC Hydro account ("subscriber"), to negotiate an understanding whereby he may access the power supply for the purpose of cleaning the unit;
- the tenant will request that the subscriber notify the landlord after such time as that understanding (as above) has been reached;
- upon being informed that the tenant and the subscriber have reached an understanding, by way of the landlord's extension cord the landlord will ensure that power is restored to the unit;
- as cleaning is to be completed by no later than 1:00 pm, Monday, February 2, 2009, it is critical that all of the above communications take place in a timely manner (note: section 37 of the *Act* requires that a tenant must "leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear");
- the parties will exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to the landlord – tenant relationship.

Conclusion

Pursuant to the above agreement, I hereby issue an order of possession in favour of the landlord effective on or before **1:00 pm, Monday, February 2, 2009**.

DATE: January 26, 2009

Dispute Resolution Officer