



Dispute Resolution Services

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

Decision

Dispute Codes: OPR, MNR, MT, CNR, MNDC, FF

Introduction

This hearing dealt with two applications: 1) from the landlord for an order of possession, a monetary order for unpaid rent and recovery of the filing fee; 2) from the tenants for more time to make an application to cancel a notice to end tenancy, for cancellation of a notice to end tenancy, a monetary order to recover storage costs, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be Decided

- Whether the landlord is entitled to an order of possession and a monetary order under the *Act*
- Whether the tenants are entitled to more time to make an application and, if so, to cancellation of the notice to end tenancy, and a monetary order under the *Act*

Background and Evidence

Pursuant to a residential tenancy agreement the month-to-month tenancy began on April 4, 2004. Monthly rent is payable in the amount of \$1,650.00. At the outset of the tenancy the landlord collected a security deposit from the tenants of \$750.00.

The parties recently determined that rent for January 2008 was still outstanding. As well, during a portion of 2008 the tenants withheld amounts from the monthly rent to offset storage costs; the tenants allege that the garage is unfit for storage and note that the tenancy agreement shows “storage” as included in the rent. The landlord issued a 10 day notice to end tenancy for unpaid rent. However, prior to the hearing the parties reached partial agreement for the resolution of rent monies withheld and post-dated

cheques were given to the landlord. During the hearing the parties respectfully afforded each other an opportunity to explain their positions and exchange differing views.

Analysis & Conclusion

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

- 1) that by cheque post-dated not later than January 31, 2009, the tenants will pay the landlord \$150.00. This amount reflects
 - i) full settlement of the landlord's claim against the tenants for rent owing for the month of January 2008, and
 - ii) full settlement of the tenants' claim against the landlord for storage costs incurred since September 2008;
- 2) that by cheque post-dated not later than January 9, 2009, tenants will pay the landlord the balance of rent owed for the first half of January 2009 of \$325.00;
- 3) that in addition to the several post-dated cheques which have already been provided to the landlord for rent owed from April 15 to December 31, 2008, by cheque post-dated not later than April 15, 2009 the tenants will pay the landlord a further amount acknowledged to be outstanding of \$150.00;
- 4) that weather permitting, the landlord will undertake FORTHWITH to make all repairs necessary to the garage which make it fully suitable for storage;
- 5) that in concert with the above agreements, the landlord withdraws his current application for an order of possession.

I dismiss the respective claims from the parties for recovery of the filing fee.

DATE: January 8, 2009
