



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OLC, LRE, OPT, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for an Order to make the landlord comply with the *Act*, to suspend or set conditions on the landlords right to enter the rental unit, to obtain an Order of Possession and a Monetary Order to recover the filing fee.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and was sent to the landlord by registered mail on April 28, 2009. The landlord confirmed he had received this.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Has the landlord breached the *Act*, regulations or tenancy agreement?
- Should restrictions be placed on the landlord's right to enter the rental unit?
- Is the tenant entitled to an Order of Possession?
- Is the tenant entitled to recover the filing fee?

Background and Evidence

This tenancy started on April 01, 2008. It is a fixed term tenancy ending on March 31, 2009. Rent for the unit is \$1,550.00 per month payable on the 1st of each month. The tenant paid a security deposit of \$775.00 on April 07, 2008.

The tenant testifies that after his lease expired at the end of March 2009 the landlord took rent for April and May 2009. The tenant states that the landlord has been advertising the unit for rent. The tenant states that the landlord has not given him written notice but has telephoned him a few days before each viewing and asked if he would show prospective tenants around the unit. The tenant states that the landlord has not given him Notice to End the Tenancy. The tenant confirmed that due to difficult circumstances over the past year he has paid his rent late on different occasions but is now up to date with his rent.

The landlord testifies that the lease expired on March 31, 2009 and they wanted the tenant to vacate the rental unit at that time as per the rental agreement. However, the tenant refused to leave and carried on paying his rent. The landlord has provided the tenant with rental receipts stating that they are accepting the rent for use and occupancy only. The landlord states that in advertising the rental unit two months before the end of the tenancy they indicated to the tenant that they would not be renewing his lease. The tenant has been repeatedly late paying his rent and they would like him to move out of the unit as per their agreement.

During the course of the hearing I assisted the landlord and tenant to come to an agreement that the tenant can remain in the rental unit until July 31, 2009 under the condition that he pays his rent for June, 2009 before the end of today's date and his rent for July on or before July 01, 2009.



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As an agreement has been reached I dismiss the tenants' application in its entirety.

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: June 02, 2009.

Dispute Resolution Officer