



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes:

CNR, CNC

Introduction

Both parties were present at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral evidence, to cross-examine the other party, and to make submissions during the hearing.

Issue(s) to be Decided

Should the 10 Day Notice to End Tenancy for unpaid rent issued on June 1, 2009 be cancelled?

Should the One Month Notice for cause issued on June 3, 2009 be cancelled?

Preliminary Matter

A copy of the Tenant Day Notice to End Tenancy was not supplied as evidence. The landlord testified that at the start of this tenancy she collected a deposit of one half one month's rent plus \$2000.00 for last month's rent. The landlord testified that rent is \$2,450.00 per month and that at the start of the tenancy the tenant's had completed some cleaning that was to be supported by receipts totaling \$450.00. The landlord testified that when she realized that requesting last month's rent as a deposit was a breach of the Act she applied this amount to rent owed for May. The parties have not settled the matter of the remaining \$450.00. I determined that the Notice to End Tenancy for unpaid rent is cancelled, based upon the landlord's testimony that the illegal deposit was applied to that amount owing and that the tenant's are entitled to cleaning costs that are yet to be confirmed through the provision of receipts by the tenants.

The hearing proceeded based upon the One Month Notice to End Tenancy issued on June 3, 2009 with an effective vacancy date of July 15, 2009. As the effective vacancy date is incorrect it has been changed, as determined by section 53 of the Act, to July 31, 2009.

Background and Evidence

This tenancy commenced on September 1, 2008, rent is \$2,450.00 due on the first day of each month. A deposit of \$700.00 was paid at the start of the tenancy.

During the hearing the parties reached a settled agreement that the tenants would vacate the rental unit by July 31, 2009 at 1:00 p.m. The landlord did not request an Order of possession.

Conclusion

The parties have agreed to settle this matter and, under section 63 of the Act, this decision confirms the tenant's agreement to vacate the rental unit by July 31, 2009 at 1:00 p.m.

The deposit paid the tenants and held in trust by the landlord must be disbursed as determined by section 38 of the Act.

A copy of the Guide for Landlords and Tenants in B.C. is enclosed with the decision for each party.

Dated July 15, 2009.

Dispute Resolution Officer