



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

AGREEMENT

Dispute Codes MT, CNR

Introduction

This hearing dealt with an application for Dispute Resolution by the tenant for more time to file an application to cancel a notice to end tenancy and to cancel the notice to end tenancy for unpaid rent.

The tenant served the landlord by registered mail on November 05, 2009 with a copy of the Application and Notice of Hearing. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing. The landlord's names have been corrected on the application as one landlord mentioned is no longer the landlord of the property.

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.

During the hearing I assisted the party's to reach an agreement with the following conditions:

Both parties now agree that the landlord mentioned in this dispute became the owner of the property on August 26, 2009 despite the land registry papers not being submitted to the land register until November 12, 2009.

Both parties now agree that because the landlord became the legal owner of the building on August 26, 2009 the 10 Day Notice to End Tenancy issued on October 05, 2009 is not a valid document as the landlord who issued this notice was no longer the owner and therefore the landlord of the tenants rental unit at the time the notice was issued.



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Both parties agree that the tenant has paid rent to the new owner (now landlord) of the property for September and October, 2009 rent and the landlord will issue the tenant with dated receipts for these rent payments pursuant to section 26(2) of the *Act*.

Both parties agree that the 10 day Notice issued by the landlord for November, 2009 outstanding rent will be withdrawn due to the confusion caused by the sale of the property as to whom the landlord has been for the last three months and to whom the tenant was supposed to pay her rent.

Both parties agree that the tenant may pay a pro-rated rent for November, 2009 of \$419.99 to cover rent from November 13 to 30, 2009.

Both parties agree that the tenant may withhold \$100.00 from the November rent payment of \$419.00 in compensation to her for the loss of her laundry facilities for two months. This makes the rent payment due for November, 2009, **\$319.99**. The tenant agrees to pay this amount by November 29, 2009. In the event this is not paid the landlord is at liberty to issue a new 10 Day Notice to End Tenancy for unpaid rent. The tenant is also aware that she must pay Decembers rent on the day it is due.

Conclusion

The 10 Day Notice to End Tenancy dated October 05, 2009 is cancelled as it is an invalid document and the 10 Day Notice for unpaid rent dated November 15, 2009 has been withdrawn by the landlord as both parties have reached an agreement that the tenancy may continue with conditions as detailed above.

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: November 27, 2009.

Dispute Resolution Officer