

Decision

Dispute Codes: MT, CNR

Introduction

This hearing dealt with an application by the tenant(s) for more time to make an application to cancel a notice to end tenancy, and an application to cancel a notice to end tenancy for unpaid rent. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant(s) are entitled to either or both of the above under the Act

Background and Evidence

There is no written residential tenancy agreement for this month-to-month tenancy which began on November 9, 2009. Rent in the amount of \$800.00 is payable in advance on the first day of each month. No security deposit was collected.

Tenant "BD" testified that she and tenant "SH" vacated the unit on or about December 26, 2009, and said she does not know the current whereabouts of tenant "SH." Further, tenant "BD" testified that as she and tenant "SH" no longer wish to reside in the unit, she withdraws the application as set out above on behalf of them both.

The agent for the landlord(s) stated for the record that the verbal tenancy agreement was entered into between the landlord(s) and tenant "BD," and that "SH" had entered into a separate sublet agreement with tenant "BD."

The parties agreed that rent in the amount of \$155.00 remains outstanding for December 2009. The agent for the landlord(s) testified that the landlord(s) also wish to recover \$181.41 for repair of damage to a door in the unit. While the tenant indicated some interest in trying to resolve these two issues, she also wishes to take possession of some of her belongings which presently still remain in the unit.

During the hearing the parties undertook to achieve resolution of the issues in dispute.

Analysis

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to at least a partial resolution. Specifically, it was agreed as follows:

- that the tenant(s) no longer wish to reside in the unit and that an order of possession will be issued in favour of the landlord(s);
- that the agent for the landlord(s) will meet tenant "BD" at the rental unit on Wednesday, February 3, 2010, at Noon;
- that at the above time, the agent for the landlord(s) will permit tenant "BD" to access the unit in order to remove her remaining possessions;
- that at the above time, the parties will also undertake to resolve between them the outstanding issues related to unpaid rent and costs for repair of damage to a door at the unit.

Conclusion

Pursuant to all of the above, I hereby issue an **order of possession** in favour of the landlord(s) effective not later than **two (2) days** after service upon the tenant(s). This order must be served on the tenant(s). Should the tenant(s) fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

DATE: January 29, 2010
