

Decision

Dispute Codes: OPC, CNC, MND, MNDC, FF

Introduction

This hearing dealt with 2 applications: i) by the landlord for an order of possession / a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, regulation or tenancy agreement / and recovery of the filing fee; ii) by the tenants for cancellation of the notice to end tenancy / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether either party is entitled to the above under the Act, regulation or tenancy agreement

Background / Evidence / Analysis

There is no written tenancy agreement for the arrangement whereby the tenants appear to have lived in the unit on a relatively full time basis since on or about July 1, 2009. By way of verbal agreement, rent in the amount of \$1,100.00 is payable each month, however, the parties appear to agree that the tenants lived rent-free for the 3 months of July, August and September 2009. The time each month when payment of rent has occurred has varied. Neither a security nor pet damage were collected.

During the tenancy, the tenants have undertaken various repairs /renovations to the unit and have incurred certain costs which have not presently been fully paid for. In the result, a building supply company has placed a lien against the landlord's property. The landlord takes the position that she did not authorize repairs / renovations to anywhere near the extent to which the tenants have taken them.

The landlord issued a 1 month notice to end tenancy for cause dated June 30, 2010. The date shown on the notice by when the tenants must vacate the unit is July 31, 2010. Reasons shown on the notice for its issuance are as follows:

Tenant is repeatedly late paying rent

Tenant has engaged in illegal activity that has, or is likely to:

- jeopardize a lawful right or interest of another occupant or the landlord

Tenant has caused extraordinary damage to the unit / site or property / park

Subsequently, the tenants filed an application to have the notice set aside. The tenant testified that the main reason for disputing the notice was to delay the date for vacating the unit. Following the submission of their respective applications, the parties reached agreement that the tenancy will end August 31, 2010, and during the hearing the parties agreed that an order of possession will be issued in favour of the landlord to this effect.

Further, during the hearing the tenant made a commitment to continue to make payments toward discharge of the outstanding account at the building supply company, and to keep the landlord informed as to progress in this regard. Ultimately, the parties agree that the shared goal is to have the lien removed the landlord's property.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **1:00 p.m., Tuesday, August 31, 2010**. This order must be served on the tenants.

Should the tenants 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: August 27, 2010

Dispute Resolution Officer