



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### **Dispute Codes**

Landlord: OPR, MNR, MNSD, MNDC, FF  
Tenant: DRI, CNR, ERP, RP,

### **Introduction**

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlords and the Tenant.

The Landlords filed seeking an Order of Possession for unpaid rent, a Monetary Order for unpaid rent and damage or loss to the unit site or property, to keep the Tenant's security deposit as partial payment of the Landlords' claim and to recover the filing fee for this proceeding from the Tenant.

The Tenant filed seeking to cancel the Notice to End Tenancy for Unpaid Rent, to dispute a rent increase and to make emergency repairs and other repairs to the unit.

Service of the hearing documents by the Landlords to the Tenant were done by personal delivery on October 24, 2010, in accordance with section 89 of the Act. The Tenant confirmed receipt of the Landlords' hearing package.

Service of the hearing documents by the Tenant to the Landlords were done by registered mail on October 21, 2010, in accordance with section 89 of the Act. The Landlords confirmed receipt of the Tenant's hearing package.

The parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally and in written form.

## Issues to be Decided

### Landlord:

1. Does the Landlord have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?
3. Is the Landlord entitled to retain the Tenant's security deposit?

### Tenants:

1. Are there grounds to cancel the Notice to End Tenancy for Unpaid Rent?
2. Is the rent increase valid?
3. Is the Tenant entitled to make emergency repairs or other repairs to the unit?

## Background and Evidence

This tenancy started on June 1, 2005. Rent is \$1,250.00 per month payable in advance on the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$600.00 on May 25, 2005.

The Landlords said the Tenant did not pay rent for October 2010, of \$1,250.00 when it was due and as a result, on October 15, 2010 she personally delivered a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated October 15, 2010. The Landlord said the Tenant has not paid rent of \$1,250.00 for each month of October, 2010 and November, 2010. The Landlord continued to say that the Tenant told them she had no money and was unable to pay the rent. As well the Landlord said the tenant said she was looking for a different place to rent and she would move out as soon as she could find a place.

The Tenant said she agreed with what the Landlord had said and she had not paid the rent and she is still unable to pay the rent. The Tenant continued to say that she had tried to make an agreement with the Landlords regarding rent payment and her moving out, but no agreement was concluded.

The Tenant asked the Landlords if they would take a part payment or no rent payment if she guaranteed that she would move out.

The Landlords said they would forgive the rent for October and November, 2010 totalling \$2,500.00 if the Tenant would agree to forfeit her security deposit of \$600.00 plus accrued interest of \$21.25 and that she would move out of the unit by 1:00pm

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November 21, 2010. The Landlord also requested an Order of Possession with an effective date of November 21, 2010.

The Tenant agreed to the Landlords' proposal. In addition the Tenant withdrew her application as she is ending the tenancy on November 21, 2010.

## Analysis

Section 26 (1) says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has the right under this Act to deduct all or a portion of the rent.

Section 46(1) says a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

The Act also says parties can settle a dispute as described in section 63 (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute. (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.

I find that the Landlord and Tenant have settled their dispute during the proceeding. The Landlords and the Tenant have agreed that the Landlords will forgive the rent payments for October and November, 2010 totally \$2,500.00 in return for the Tenant's security deposit with accrued interest of \$621.25 and the Tenant moving out of the unit on or before November 21, 2010 at 1:00pm. As well, the Tenant has withdrawn her application and the Landlord requested an Order of Possession with an effective date of November 21, 2010.

Consequently, I find pursuant to s. 55 2 (d) of the Act that the Landlord is entitled to an Order of Possession to take effect on November 21, 2010, after service of it on the Tenant.



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## Conclusion

I Order the Tenant to vacate the rental unit by 1:00 pm November 21, 2010.

An Order of Possession effective November 21, 2010, has been issued to the Landlord. A copy of the Orders must be served on the Tenant: the Order of Possession may be enforced in the Supreme Court of British Columbia.

I Order the Landlord to retain the Tenant's security deposit and accrued interest of \$621.25 as full settlement of the Tenant's unpaid rent.

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*.