



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNR, MNDC, ORR

Introduction

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must be related.

Not all the claims on this application are sufficiently related to the main issue, to be dealt with together.

I therefore will deal with the request to cancel the Notices to End Tenancy and I dismiss the remaining monetary claims, with liberty to re-apply.

Background and Evidence

The landlord has served the tenant with 2-10 day Notices to End Tenancy. The first was served on January 8, and the second was served on January the 10th.

The respondent testified that:

- The applicant agreed to pay rent of \$1450.00 for the rental unit.
- The tenant only paid \$1100.00 for the month of December 2010, and therefore on January 8, 2011 he issued a Notice to End Tenancy for outstanding rent totalling \$350.00.
- The tenants had been promising to pay the January 2011 rent however when he did not receive that rent by January 10, 2011 he served a second Notice to End Tenancy that included the January 2011 rent, making a total of \$1800.00.
- The applicant's roommates subsequently paid \$1000.00 of the outstanding rent; leaving a balance of \$800.00 outstanding.

The landlord is therefore requesting that the Notice to End Tenancy be upheld and it an Order of Possession be issued.

The applicant testified that:

- He had reluctantly agreed to pay \$1450.00 for the full rental unit; however he wanted a written tenancy agreement.
- The landlord has never given him a written tenancy agreement.
- He has not been able to pay any further rent, because his roommates have failed to pay their portion of the utilities, and therefore he had to pay the full utility bills himself.
- He has decided he no longer wants to dispute the Notices to End Tenancy and is planning to vacate, he is only asking that he have until February 7, 2011 to vacate.

In response to the applicant the respondent stated that:

- He is willing to allow the tenant until February 7, 2011 to vacate however he requested that an Order of Possession be issued.

The applicant stated that he does not dispute the landlords request for an order possession for February 7, 2011.

Conclusion

As stated earlier the monetary portion of this claim is dismissed with leave to reapply. Based on the agreement made by the parties I have issued an order possession for 1 p.m. on February 7, 2011.

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: February 02, 2011.

Residential Tenancy Branch