



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## Decision

### Dispute Codes:

OPC, FF

### Introduction

This hearing dealt with an application submitted by the landlord seeking an Order of Possession based on the One-Month Notice to End Tenancy for Cause dated January 9, 2011, and effective February 29, 2011.

Both parties appeared and gave testimony.

### Issue(s) to be Decided

The issues to be determined on the landlord's application based on the testimony and the evidence is whether the landlord is entitled to an Order of Possession based on the One-Month Notice to End Tenancy for Cause.

The burden of proof is on the landlord.

### Background and Evidence

The tenancy had originally started in Jun 2008 the current rent is \$460.00 and the tenant had paid \$230.00 deposit. The landlord testified that the tenant had been repeatedly late with rent, allowed an unreasonable number of occupants, damaged the unit and disturbed others. The landlord testified that the One Month Notice to end Tenancy for Cause was issued and properly served on January 9, 2011, and the tenant has not filed to dispute the Notice. The landlord testified that, although rent was accepted since the January 9, 2011 One-Month Notice was served, the landlord verbally made it clear to the tenant that the tenancy was not being reinstated and that the rent was only being accepted for "use and Occupancy". The landlord testified that a Ten Day Notice to End Tenancy for Unpaid Rent was also served on the tenant and the tenant is still in arrears for rent. The landlord testified that the tenant's offensive conduct has continued unabated and other residents are threatening to end their tenancies because of the tenant.

The tenant acknowledged that he received the One Month Notice to End Tenancy for Cause. According to the tenant, he did not dispute it because he believed that the matter was resolved. The tenant testified that he paid rent since the original Notice was issued for February and for March 2011, which was accepted by the landlord. The tenant denied that the landlord ever made it clear that the landlord's acceptance of rent would not function to reinstate tenancy.

### **Analysis**

A mediated discussion ensued and the parties agreed to end this tenancy as of May 31, 2011. The parties also agreed that the tenant would pay the outstanding arrears and rent for the month of May 2011.

### **Conclusion**

Based on mutual consent of both parties, I hereby issue an Order of Possession in favour of the landlord, effective Tuesday, May 31, 2011. The order must be served on the tenant and may be filed in the Supreme Court and enforced as an order of that Court.

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: April 2011.

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Residential Tenancy Branch