



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC CNR FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenants to cancel a notice to end tenancy for cause, to amend their application to cancel a 10 Day Notice to End Tenancy for unpaid rent and utilities, and to recover the cost of the filing fee from the Landlord for this application.

The parties appeared at the teleconference hearing, acknowledged receipt of the hearing documents and evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

Issue(s) to be Decided

1. Have the 1 Month Notice and the 10 Day Notice to end tenancy been issued and served in accordance with the *Residential Tenancy Act*?
2. If so has the Landlord met the burden of proof to end this tenancy in accordance with the Act?

Background and Evidence

I heard undisputed testimony that the parties entered into a verbal tenancy agreement that began on approximately September 1, 2010. Rent is payable on the first of each month in the amount of \$895.00 and on approximately September 1, 2010 the Tenants paid \$450.00 as the security deposit.

During the course of this hearing the parties agreed to settle this matter.

Analysis

The parties agreed to settle this matter on the following conditions:

1. The Tenants withdraw their application for dispute resolution; and
2. The Tenants will have June 2011 rent posted to the rental unit back door no later than 11:00 a.m. today, June 22, 2011;
3. The Tenants agree to vacate the property as soon as possible which is on or before July 31, 2011; and
4. If the Tenants vacate the property prior to July 1, 2011 they will not be required to pay rent for July 2011; and
5. If the Tenants occupy the rental unit for any period or amount of time in July 2011 they will be required to pay the full rent of \$895.00 for July 2011;
6. If the Tenants continue to occupy the rental unit into July 2011 they will have July rent posted to the back door of the rental property no later than July 1, 2011 at 11:00 a.m. for the Landlord to pick up; and
7. The Landlord is required to pick up the rent payments today, June 22, 2011, at 11:00 a.m. and on July 1, 2011 at 11:00 a.m. if the Tenants continue to occupy the rental unit; and

If the June 2011 rent payment does not clear the bank the Landlord will be at liberty to serve the Tenants with a monetary order and an order of Possession effective two days upon service which are being issued in support of this settlement agreement. If the rent for June 2011 clears the bank okay the Landlord is at liberty to serve the Tenants with the Order of Possession effective July 31, 2011.

I have included with my decision a copy of "A Guide for Landlords and Tenants in British Columbia" and I encourage the parties to familiarize themselves with their rights and responsibilities as set forth under the *Residential Tenancy Act*.

Conclusion

The Landlord's decision will be accompanied by a Monetary Order for \$895.00 for June 2011 rent. This Order may be served upon the Tenants if the June rent is not paid in accordance with the above mentioned settlement agreement. Once served this Order may be filed in Provincial Court and enforced as an Order of that Court.

The Landlord's decision will also include an Order of Possession effective two days upon service to be used only if rent is not paid as per the settlement agreement above; and an Order of Possession effective July 31, 2011 to be served to end this tenancy as

per the settlement agreement above. Once served, the Order of Possession(s) may be filed in 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: June 22, 2011.

Residential Tenancy Branch