

DECISION

Dispute Codes OPR, MNR, FF, CNL, CNR, FF

Introduction

There are applications filed by both parties. The Landlord has filed an application for an order of possession resulting from a 10 day notice to end tenancy for unpaid rent, a monetary order request for unpaid rent and recovery of the filing fee. The Tenant has filed an application to cancel a 1 month notice to end tenancy for Landlord's use, to cancel a 10 day notice to end tenancy for unpaid rent and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony.

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to mutually end the tenancy on July 31, 2011 at 4:00 p.m. The Landlord is granted an order of possession to reflect this mutual agreement.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent?

Background and Evidence

This tenancy began on February 1, 2011 on a month to month basis as shown in the submitted signed tenancy agreement. Both parties have confirmed that the monthly rent of \$1,600.00 was renegotiated to \$1,500.00 per month in compensation for the loss of Garage storage.

The Tenant claims that a 2 month notice to end tenancy for Landlord's use was served on the Tenant by the Landlord on April 29, 2011. The Tenant pointed out date errors on the notice to the Landlord to be corrected. The Landlord did not correct and re-serve the notice. Both parties confirmed their understanding of the notice to end the tenancy on July 31, 2011 and that it was valid. Neither party has submitted a copy of the 2 month notice to end tenancy for Landlord's use. The Tenant states that the Landlord verbally offered compensation of 2 months instead of the Residential Tenancy Act's required 1 month. The Landlord disputes this. The Tenant has stated that she has no evidence to support this claim.

The Landlord is claiming the unpaid rent of June 2011 for \$1,500.00. The Tenant has confirmed not paying the rent for June and July 2011.

Analysis

As both parties have attended the hearing by conference call and have referred to the others evidence packages, I am satisfied that each party has been properly served with the notice of hearing and evidence packages.

Based upon both parties direct testimony I am satisfied that the Landlord has established a claim for unpaid rent. The Landlord is entitled to the recovery of June and July rent of \$3,000.00 (\$1,500.00 for each month).

I also find based upon both parties direct testimony that a 2 month notice to end tenancy for Landlord's use was properly served despite the incorrect dates noted on the notice. 2 months notice was given and the Tenants are entitled to 1month(s) compensation. The Tenant's have failed to provide any supporting evidence that the Landlord authorized an additional month(s) compensation to move out earlier. The Tenants are credited with 1months rent in compensation equal to \$1,500.00.

The Landlord is granted a monetary order for \$1,500.00 for unpaid rent for June. The Landlord is entitled to recovery of the \$50.00 filing fee. As neither party has made an application for the security deposit, I find that the security deposit is to be returned in the normal end of tenancy rules. The Landlord is granted a monetary order under section 67 for the balance due of \$1,550.00.

Conclusion

The Landlord is granted a monetary order for \$1,550.00.

The Tenant's application is dismissed.

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: July 18, 2011.

Residential Tenancy Branch