

DECISION

Dispute Codes DRI, CNC, CNR, MNR, O

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause pursuant to section 47;
- an order regarding a disputed additional rent increase pursuant to section 43; and
- other remedies, described in their application for dispute resolution as a request for reimbursement of \$850.00 for an alleged infestation of bedbugs in the rental unit.

At the commencement of the hearing, the parties confirmed that they understood that the tenants were seeking a monetary award of \$850.00 for the alleged infestation of their rental premises by bedbugs. I amended the tenants' application accordingly as set out above to more clearly reflect this aspect of their application.

The landlord submitted a copy of the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) handed to the tenants on August 20, 2011. The tenants confirmed that they received the landlord's 10 Day Notice on August 20, 2011. Although neither party entered into written evidence a copy of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice), the tenants confirmed that the landlord handed them this Notice on August 27, 2011. The landlord confirmed that the tenants handed her a copy of their dispute resolution hearing package on August 28, 2011. I am satisfied that the parties served the above documents to one another in accordance with the *Act*.

Since neither party entered into written evidence a copy of the 1 Month Notice, I advised the parties at the hearing that I would be unable to issue an Order of Possession to the landlord on the basis of her 1 Month Notice. As such, I said that I would be allowing the tenants' application to cancel the 1 Month Notice.

At the hearing, the landlord said that she was seeking a monetary award for \$500.00 in unpaid rent and was seeking an Order of Possession based on the 10 Day Notice she had served the tenants. Since the landlord had not filed her own application for dispute resolution, I advised the landlord that I could not consider her request for a monetary award. However, I told the parties that I could consider the landlord's oral request for

an Order of Possession for unpaid rent based on the 10 Day Notice pursuant to section 55(1)(a) of the *Act*.

The landlord testified that she was not interested in obtaining a rent increase for this tenancy and, as such, there was no need to consider the tenants' application to dispute the landlord's attempt to increase their rent.

Issues(s) to be Decided

Are the tenants entitled to cancellation of the landlord's Notices to End Tenancy? If not, is the landlord entitled to an Order of Possession for unpaid rent? Are the tenants entitled to a monetary Order?

Background and Evidence

This month-to-month tenancy commenced on or about July 1, 2008. Monthly rent at the commencement of the tenancy was set at \$850.00, payable in advance on the first of each month. The parties agreed that these terms were modified during the course of this tenancy to allow the tenants to pay \$500.00 in advance on the first of each month, and the remaining \$350.00 on the 15th of each month.

The landlord continues to hold the tenants' \$450.00 security deposit paid in August 2008.

The landlord issued the 10 Day Notice when the tenants did not pay the second portion of their August 2011 rent (i.e., \$350.00) on August 15, 2011. Although the landlord said that she eventually received the outstanding \$350.00, she testified that the tenants have been late in paying their September 2011 rent. At the hearing, the landlord testified that the tenants have been frequently late in paying their rent, the primary reason for her issuance of the 1 Month Notice to the tenants. The female tenant confirmed that the tenants have been late in paying their rent for July, August and September 2011.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. Both parties agreed to the following terms:

1. The tenants agreed to pay the landlord \$500.00 in outstanding rent for September 2011 by September 9, 2011, and the remaining \$350.00 of their September 2011 rent by September 13, 2011.

2. The tenants agreed to abide by the terms of their rental agreement by paying the landlord \$500.00 in rent by October 1, 2011 and \$350.00 in rent by October 15, 2011.
3. The parties agreed that this tenancy will end on October 31, 2011 and that the tenants will vacate the rental premises by one o'clock in the afternoon on October 31, 2011.
4. Both parties agreed that these particulars comprise the full and final settlement of all aspects in dispute arising out of this tenancy for both parties.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

If the tenants do not comply with the financial terms of this agreement, the landlord may submit an application for dispute resolution to obtain additional Orders from the Residential Tenancy Branch.

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*.