



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR, MNDC, PSF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking more time to cancel a notice to end tenancy; to cancel a notice to end tenancy; for a monetary order; and for an order to have the landlord provide services and facilities required by law.

The hearing was conducted via teleconference and was attended by the tenant and both landlords.

During the hearing the tenant testified that she was no longer seeking the monetary order and that she did not know why she had checked off the box for getting the landlord provide services and facilities. I amended her Application to exclude these matters.

During the hearing, the landlords verbally requested an order of possession should the tenant be unsuccessful in her Application.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to more time to cancel a notice to end tenancy and to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to Sections 46 and 66 of the *Residential Tenancy Act (Act)*.

It must also be decided if the landlords are entitled to an order of possession, pursuant to Section 55 of the *Act*.

Background and Evidence

The tenancy began on October 1, 2011 for a monthly rent of \$1,850.00 per month and the rent included both sides of a duplex and a manufactured home on the 10 acre property.

The parties submitted a copy of a 10 day Notice to End Tenancy for Unpaid Rent on December 15, 2011 with an effective date of December 25, 2011 due to \$1,100.00 in unpaid rent. The tenant first testified that she received the Notice on December 10, 2011 but when I pointed out that it was issued on December 15, 2011 she stated she received it on December 15, 2011.

The parties agree that the tenant contacted the landlord in November and reduced what they were going to use on the property to exclude one side of the duplex and reduce the rent to \$1,300.00. The tenant testified she paid \$950.00 and the landlord testified the tenant paid \$975.00 for the month of November 2011.

The tenant then stated the landlord agreed she could reduce it again in December to only use the manufactured home and reduce rent to \$750.00. The landlord testified that they did not she intended to this until after she had moved everyone into the manufactured home and there was no such agreement.

Analysis

In the case of verbal agreements, I find that where terms are clear and both the landlord and tenant agree on the interpretation, there is no reason why such terms cannot be enforced. However when the parties disagree with what was agreed-upon, the verbal terms, by their nature, are virtually impossible for a third party to interpret when trying to resolve disputes.

As much of this dispute arises from the fact that there was no written tenancy agreement, I find that the majority of the changes were forces upon the landlords by the tenant. The tenant does not have the unilateral authority to change any of the terms of the tenancy agreement, including what is included in the rent and the amount of rent.

I accept the landlord accepted changes to the terms of the tenancy agreement on November 2, 2011 after being forced to by the tenant but that there was no such agreement to amend the tenancy agreement any further on or for December 1, 2011. As such, the rent that was due to the landlord was \$1,300.00 based on the agreement reached on November 2, 2011.

From the tenant's own testimony she paid rent in the amount of \$750.00 only. I find the tenant paid this amount with any agreement in a reduction of rent or other terms of the tenancy agreement from the landlord and as such I see no reason to cancel this Notice to End Tenancy and I dismiss her Application in its entirety.

Conclusion

As I have dismissed the tenant's Application to cancel a notice to end tenancy, I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be 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: January 10, 2012.

Residential Tenancy Branch