



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application to set aside a Notice to End Tenancy for Unpaid Rent.

Both parties were represented at both hearings. They were provided with the opportunity to submit documentary evidence prior to the hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

The Landlord and the Tenant agree that the Notice of Hearing and Application for Dispute Resolution were personally served to the Manager on April 28, 2012. The Tenant submitted documents to the Residential Tenancy Branch, copies of which were left at the Landlord's business office on May 15, 2012. The Landlord acknowledged receipt of the Tenant's evidence and it was accepted as evidence for these proceedings.

The Agent for the Landlord requested that the hearing be adjourned to provide the Landlord with the opportunity to consider evidence received by the Landlord on May 15, 2012. As the Tenant did not oppose the request for an adjournment and the Tenant has had only one full day to consider the Tenant's evidence, I find it reasonable to grant an adjournment.

The Landlord submitted no evidence in regards to these proceedings.

At the reconvened hearing the Agent for the Landlord and the Tenant were advised that the precise amount of rent owing was not an issue to be determined at this hearing, as the Landlord had not filed an Application for Dispute Resolution seeking a monetary Order for unpaid rent. The parties were advised that for the purposes of this hearing, the Landlord simply needed to establish that the Tenant owed some money for unpaid rent. The parties were advised that the Landlord retains the right to file an Application for Dispute Resolution seeking a monetary Order for unpaid rent.

Issue(s) to be Decided

The issue to be decided is whether the Notice to End Tenancy for Unpaid Rent, served pursuant to section 46 of the *Residential Tenancy Act (Act)*, should be set aside.

Background and Evidence

The parties disagree on the amount of rent payable for this tenancy and the amount of rent currently owing. After considerable discussion regarding the amount of rent owing, the parties mutually agreed to resolve this dispute under the following terms:

- The parties mutually agree to end this tenancy on June 30, 2012
- The parties agree that the Landlord is entitled to an Order of Possession on the basis of this mutual agreement.

Conclusion

On the basis of the mutual agreement to end this tenancy on June 30, 2012, the Landlord is granted an Order of Possession, that is effective at 1:00 p.m. on June 30, 2012.

This agreement is being recorded pursuant to the authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 12, 2012.

Residential Tenancy Branch