

Decision

Dispute Codes:

CNC, MNDC, OPC

Introduction

This Application for Dispute Resolution was to deal with a request by the landlord seeking an Order of possession based on a One-Month Notice to End Tenancy for Cause dated March 13, 2012 and monetary compensation for rent owed for April and May 2012. Both parties appeared and gave testimony in turn.

Issue(s) to be Decided

The issues to be determined based on the testimony and the evidence is whether the criteria to support a One-Month Notice to End Tenancy under section 47 of the *Residential Tenancy Act*, (the *Act*), has been met, or whether the notice should be cancelled as requested by the tenant.

The burden of proof is on the landlord to establish that the notice was valid and justified.

Background and Evidence: One Month Notice

Rent for the unit is \$750.00 per month and a security deposit of \$375.00 was paid. Submitted into evidence was a copy of the One-Month Notice to End Tenancy for Cause dated March 13, 2012 purporting to be effective on March 31, 2012. The One-Month Notice to Notice to End Tenancy for Cause did not contain a service address for the landlord as required. The Notice indicated that the tenant had been repeatedly late paying rent, significantly interfered with or unreasonably disturbed another occupant or the landlord and engaged in illegal activity that adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

Submitted into evidence was a copy of the tenancy agreement.

The parties testified that the hydro account was in the tenant's name, but included service to another unit in the building, for which the tenant was responsible to collect a proportion of each invoice from the other occupant.

With respect to the \$2,800.00 monetary claim for rent in this application, the landlord testified that the tenant was in arrears for rent. The landlord also testified that he had issued a Ten Day Notice to End Tenancy for Unpaid Rent and had also made another application which was a Direct Request Application under file number 784296 for the

same rent being claimed in the application before me. Records indicate that no decision has been issued on the other application.

Analysis: One Month Notice to End

I found that the One Month Notice to End Tenancy for Cause was not a valid and enforceable Notice because of the missing service address of the landlord that contravened section 52 of the Act. The portion of the application relating to the monetary claim was found to be lacking sufficient evidence.

However, during the hearing, a mediated discussion ensued and the parties mutually agreed to end the tenancy as of May 31, 2012 by consent. Accordingly, I hereby grant an Order of Possession to the landlord reflecting this agreement.

As part of the agreement between the parties, the tenant is responsible for the entire hydro bill, but the landlord will credit \$510.00 towards the rent debt of the tenant in compensation for the 30% portion of hydro used by the occupant of the other suite. The tenant's \$375.00 security deposit will also be credited toward the rent owed, leaving \$615.00 in rental arrears still outstanding. The landlord is entitled to a monetary order for this amount by consent of the parties, in satisfaction of all arrears currently owed.

Conclusion

Pursuant to the mutual agreement reached between these parties, I hereby issue an Order of Possession to the landlord effective May 31, 2012 at 1:00 p.m. This Order must be served on the tenant and may be enforced by the Supreme Court if necessary.

Pursuant to the mutual agreement reached between these parties, I hereby issue a monetary order in favour of the landlord for \$615.00 comprised of the remainder owed after deducting \$510.00 for hydro attributable to the other rental suite in the building and \$375.00 for the security deposit held in trust for the tenant.

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: May 24, 2012.
