



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MT, CNC, CNR, MNDC

Introduction

This hearing concerns the tenant's application for more time to make an application to cancel a notice to end tenancy / cancellation of a notice to end tenancy for cause / cancellation of a notice to end tenancy for unpaid rent / and a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement.

Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on November 1, 2011. Monthly rent of \$650.00 is payable in advance on the first day of each month, and a security deposit of \$325.00 was collected.

Arising from rent which remained unpaid when due on May 1, 2012, the landlords issued a 10 day notice to end tenancy for unpaid rent dated May 7, 2012. Subsequently, rent was paid in full on May 11, 2012.

Thereafter, the landlords issued a 1 month notice to end tenancy for cause dated May 12, 2012. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is June 15, 2012. Reasons shown on the notice for its issuance are as follows:

Tenant is repeatedly late paying rent

Tenant has allowed an unreasonable number of occupants in the unit

On May 22, 2012 the tenant filed an application to dispute the notice.

Later, arising from rent which remained unpaid when due on June 1, 2012, the landlords issued a 10 day notice to end tenancy for unpaid rent dated June 2, 2012. During the hearing the tenant claims she sent a cheque to the landlords for June's rent with her letter dated May 31, 2012, a letter in which she gave notice of her intent to end the tenancy effective June 30, 2012. The landlords testified that while they received the tenant's letter, there was no cheque enclosed.

Finally, the tenant explained that her claim for compensation arises from the fact that access to storage was unavailable to her for the first six (6) months of tenancy, even while the tenancy agreement provides that storage is included with the rent.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 63 of the Act addresses **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a settlement, and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the tenant will vacate the unit by no later than 1:00 p.m., Saturday, June 30, 2012, and that an order of possession will be issued in favour of the landlords to that effect;
- that the tenant will put a stop payment on the cheque she claims to have previously mailed to the landlords for payment of June's rent;
- that the tenant will issue a new cheque for payment of June's rent in the amount of \$128.48, and that a monetary order will be issued in favour of the landlords to that effect;

- that the new cheque, as above, will be made payable to either or both of the landlords, and that it will be put into the mail to the landlords by no later than midnight, Friday, June 15, 2012;
- that the cheque for \$128.48 reflects the balance remaining after storage fees of \$521.52 are deducted from the full rent due of \$650.00 (\$650.00 - \$521.52);
- that the parties will undertake between them to resolve the disposition of the security deposit at the end of tenancy.

Finally, the attention of the parties is drawn to section 38 of the Act which speaks to **Return of security deposit and pet damage deposit**.

Conclusion

I hereby issue an **order of possession** in favour of the landlords effective not later than **1:00 p.m., Saturday, June 30, 2012**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlords in the amount of **\$128.48**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and 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: June 13, 2012.

Residential Tenancy Branch