



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction

This hearing concerns the tenant's application for cancellation of a notice to end tenancy for cause. Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

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

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the month-to-month tenancy began on February 15, 2009. The only tenant named on the tenancy agreement is "JO," the son of the tenant / applicant in this dispute, even though "JO" and "LCO" (the applicant) both resided in the unit. Tenant "JO" vacated the unit in October 2011 and the only tenant currently residing there is "LCO."

Monthly rent of \$620.00 is due and payable in advance on the first day of each month. A security deposit of \$300.00 and a pet damage deposit of \$300.00 were both collected.

In February 2012 a verbal arrangement was made between the landlord and the tenant, pursuant to which monthly rent would be paid in two instalments. The tenant claims her understanding is that this arrangement would continue for the duration of the tenancy, whereas the landlord claims his understanding is that the arrangement applied only to the month of February. In any event, rent continued to be paid by way of two monthly instalments until sometime in June 2012 when the landlord served the tenant with a 1 month notice to end tenancy for cause. There is no copy of the notice is before me in evidence, however, there is no dispute between the parties that the reason shown on the notice for its issuance is that the "Tenant is repeatedly late paying rent." The tenant filed an application to dispute the notice on June 18, 2012.

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 speaks to the **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 resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the tenant will issue cheques made payable to the landlord as follows:
 - i) **\$620.00:** rent for July, post dated no later than *July 13, 2012*;
 - ii) **\$255.22:** utilities from March to April, post dated no later than *July 13, 2012*;
 - iii) **\$620.00:** rent for August, post dated *August 1, 2012*;
 - iv) **\$620.00:** rent for September, post dated *September 1, 2012*;
 - v) **\$620.00:** rent for October, post dated *October 1, 2012*;
 - vi) **\$620.00:** rent for November, post dated *November 1, 2012*;
 - vii) **\$620.00:** rent for December, post dated *December 1, 2012*;
- that all of the above cheques will be put into the mail to the landlord by no later than midnight, Friday, July 13, 2012;
- that future utility bills received by the landlord will be mailed to the tenant immediately after receipt, and that the tenant will mail her share of payment by cheque to the landlord, as far in advance of the bill's due date as possible;
- that the landlord will amend the existing written tenancy agreement to reflect that the only tenant in the unit is tenant "LCO;"
- that the landlord will initial the above amendment to the written tenancy agreement and mail the written tenancy agreement to the tenant;
- that the tenant will initial the above amendment, and sign the written tenancy agreement before mailing it back to the landlord;

- that after receiving the initialed and signed written tenancy agreement back from the tenant, as above, the landlord will mail a copy of the amended and signed tenancy agreement back to the tenant.

Conclusion

The parties are ordered to comply with the terms of the settlement reached between them during the hearing, as set out above.

The 1 month notice to end tenancy is hereby set aside, and the tenancy continues in full force and effect.

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: July 10, 2012.

Residential Tenancy Branch