



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNC / CNR, OPC / OPR

### Introduction

This hearing was scheduled in response to the tenant's application for cancellation of a 1 month notice to end tenancy for cause / and a 10 day notice to end tenancy for unpaid rent. Both parties participated in the hearing and gave affirmed testimony.

During the hearing the landlord confirmed his wish to obtain an order of possession in the event the tenant's application does not succeed.

### Issue(s) to be Decided

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

### Background and Evidence

There is no written tenancy agreement in evidence for this month-to-month tenancy which began on March 1, 2012. Monthly rent of \$500.00 and a monthly payment of \$60.00 for utilities are both due in advance on the first day of each month. It appears that a security deposit of \$250.00 was collected.

The landlord issued a 1 month notice to end tenancy for cause dated June 30, 2012, and a 10 day notice to end tenancy for unpaid rent dated July 13, 2012. There is conflicting testimony in regard to how these notices were served. Further, while the tenant testified that he has offered the landlord a payment toward rent, the landlord declined to accept the payment and they are not on speaking terms. The landlord confirmed that he has not presently filed his own application for dispute resolution.

During the hearing the parties undertook to reach agreement between them around a particular end date to the tenancy.

## 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](http://www.rto.gov.bc.ca)

Section 63 of the Act addresses the **Opportunity to settle dispute**. Pursuant to this provision, discussion between the parties during the hearing led to an agreement for an end date to tenancy. Specifically, it was agreed as follows:

### **RECORD OF SETTLEMENT**

- that the tenant will vacate the unit by no later than 1:00 p.m., Saturday, August 25, 2012, and that an order of possession will be issued in favour of the landlord to that effect.

In the meantime, the attention of the parties is drawn to certain particular sections of the Act. First, section 37 of the Act speaks to **Leaving the rental unit at the end of a tenancy**, and provides in part:

37(1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.

Finally, in anticipation of an end to tenancy, the attention of the parties is also drawn to section 38 of the Act: **Return of security deposit and pet damage deposit**.

## Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **1:00 p.m., Saturday, August 25, 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.

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: August 13, 2012.

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Residential Tenancy Branch