



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This application was brought by the tenant seeking to have set aside a Notice to End Tenancy for unpaid rent dated and served by posting on the tenant's door on August 2, 2012.

Issue(s) to be Decided

Should the Notice to End Tenancy of August 1, 2012 be upheld or set aside?

Background and Evidence

This tenancy began in 2002, rent is currently \$695 per month and there is no security deposit..

During the hearing, the parties gave evidence that the Notice to End Tenancy had been served when the rent due on August 1, 2012 had not been paid. The tenant concurred that he had received the notice on August 2, 2012 and the parties agreed that the tenant had paid the rent and late fee on August 11, 2012.

The landlord submitted a copy of an acknowledgement of payment made to the tenant but with the notation that rent had been accepted for "use and occupancy only," indicating that the payment did not reinstate the tenancy.

The landlord confirmed that she still wished to end the tenancy as the rent had been in arrears on previous occasions, a fact with which the tenant agreed with explanation that he had suffered a temporary loss of employment.

On my determination that the Notice to End Tenancy was lawful and valid and could not be set aside, the parties crafted the following consent agreement:

Consent Agreement

1. The landlord stated that, in view of the long and very satisfactory tenancy, she would accept an Order of Possession to take effect on January 1, 2013 to give the tenant an opportunity to get back on his feet.
2. The landlord further stated that for the duration of the tenancy, she would reduce the rent from \$675 per month to \$450 per month.
3. The tenant made promise to honor the Order of Possession.
4. The tenant also made promise to pay the reduced rent in the interim.

I must note the civility and courtesy exercised by both parties in reaching this agreement and by the generosity of the landlord in granting the rent reduction and extended time to the end of tenancy.

Conclusion

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, to take effect no later than 1 p.m. on January 1, 2013.

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: September 14, 2012.

Residential Tenancy Branch