



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction

This hearing was scheduled in response to the tenant's application for cancellation of a 1 month 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

There is no written tenancy agreement in evidence for this tenancy which began in 2003. Currently, the monthly rent is \$625.00. A security deposit of \$287.50 was collected at the start of tenancy.

The landlord issued a 1 month notice to end tenancy for cause dated September 29, 2012. The notice was served in-person on that same date. Subsequently, the tenant filed an application to dispute the notice on October 9, 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 October 29, 2012. Reasons shown on the notice for its issuance are as follows:

Tenant has caused extraordinary damage to the unit/site or property/park

Tenant has not done required repairs of damage to the unit/site

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

During the hearing the parties undertook to explore whether a settlement of the dispute may be achieved.

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**. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

RECORD OF SETTLEMENT

- that the tenant will vacate the unit by not later than 1:00 p.m., Tuesday, April 30, 2013, and that an order of possession will be issued in favour of the landlord to that effect;
- that should the tenant wish to end the tenancy before 1:00 p.m., Tuesday, April 30, 2013, she will undertake to provide the landlord with proper notice;
- that the above particulars comprise full and final settlement for both parties of the issue(s) in dispute which are presently before me.

Below, for the information of the parties, attention is drawn to certain statutory provisions, the relevance of which arises either, from my review of the documentary evidence submitted by the parties, or from testimony given during the hearing.

Section 29 of the Act addresses the **Landlord's right to enter rental unit restricted**, and provides as follows:

29(1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:

- (i) the purpose for entering, which must be reasonable;
 - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
- (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;
- (d) the landlord has an order of the director authorizing the entry;
- (e) the tenant has abandoned the rental unit;
- (f) an emergency exists and the entry is necessary to protect life or property.
- (2) A landlord may inspect a rental unit monthly in accordance with subsection (1)(b).

Section 32 of the Act speaks to **Landlord and tenant obligations to repair and maintain**, while section 33 of the Act addresses **Emergency repairs**.

Section 45 of the Act addresses **Tenant's notice**, and provides in part as follows:

45(1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

- (a) is not earlier than one month after the date the landlord receives the notice, and
- (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

In anticipation of the end of tenancy, the parties are referred to the provisions set out in section 38 of the Act which speaks to the **Return of security deposit and pet damage deposit**, and section 35 of the Act which addresses **Condition inspection: end of tenancy**.

Finally, for a conventional residential tenancy rent increase that takes effect in 2013, the allowable increase is 3.8%. Accordingly, for rent which is currently \$625.00, the allowable increase in 2013 is \$23.75 ($\$625.00 \times 3.8\%$), resulting in a monthly rent of \$648.75 ($\$625.00 + \23.75).

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **1:00 p.m., Tuesday, April 30, 2013**. 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: November 08, 2012.

Residential Tenancy Branch