



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, CNR

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order Cancelling a Notice to End Tenancy for Unpaid rent - Section 47;  
and
2. An Order cancelling a Notice to End Tenant for Cause – Section 46.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions. The Landlord confirmed that the Notice to End Tenancy for Unpaid Rent is no longer effective as the Tenant paid the rent.

### Issue(s) to be Decided

Is the Notice to End Tenancy for Cause valid?

Is the Tenant entitled to a cancellation of the Notice to End Tenancy for Cause?

### Background and Evidence

The tenancy began on February 1, 2012. Rent of \$1,600.00 is payable on or before the first of each month. At the outset of the tenancy the Landlord collected \$800.00 as a security deposit. On October 10, 2012, the Landlord served the Tenant with a One Month Notice to End Tenancy for Cause (the “Notice”) that the following causes:

- The tenant is repeatedly late paying rent; and
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The Parties agree that the Tenant failed to pay rent on or before the first of the months of June, July, August and October 2012. The Tenant states that child support payments have been inconsistent and that the Tenant's paycheques were not being deposited into her account in time. The Tenant also was in the hospital with an emergency medical problem for October 2012. The Tenant paid rent for November 2012. The Tenant states that financial management measures have been put in place to ensure that the rent cheques will clear on time in the future. The Parties agree that if the Notice is found to be valid, that the tenancy will end on or before January 31, 2013 on the condition that the Tenant pays December 2012 rent and January 2013 rent on or before the first day of those months and that the rent will be paid by certified cheque or money order.

### Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. Based on the undisputed evidence that the Tenant failed to pay rent on time for four months within the five months previous to the service of the Notice, I find that the Notice is valid.

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act, the Parties desire to settle their dispute over the end of the tenancy during the proceedings, and agreement reached between the Parties during the proceedings, I find that the Parties have settled their dispute over the end of the tenancy and the following records this settlement as a Decision:

**The Parties mutually agree as follows:**

- 1. The tenancy will end on or before January 31, 2013; and**
- 2. The Tenant will pay December 2012 and January 2013 rent on or before the first day of each of those months by certified cheque or money order.**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both parties.**

Conclusion

The Notice is valid and the tenancy will end of January 31, 2012

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: November 26, 2012.

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Residential Tenancy Branch