



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, CNC, MNR, MNDC, MNSD, LAT, AS, RR

Introduction

This hearing was scheduled in response to the tenant's application for cancellation of a 10 day notice to end tenancy for unpaid rent / cancellation of a 1 month notice to end tenancy for cause / a monetary order for the cost of emergency repairs / compensation for damage or loss under the Act, Regulation or tenancy agreement / return of the security deposit / permission to change the locks on the rental unit / permission to assign or sublet because the landlord's permission has been unreasonably withheld / and permission to reduce rent for repairs, services or facilities agreed upon but not provided.

Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

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

Background and Evidence

Pursuant to a written tenancy agreement, the 1 year fixed term of tenancy is from February 1, 2013 to January 31, 2014. Monthly rent of \$700.00 is due and payable in advance on the first day of each month, and a security deposit of \$350.00 was collected. A move-in condition inspection report was completed with the participation of both parties on February 1, 2013.

Arising from rent which allegedly remained unpaid in the amount of \$75.00 when due in full on May 1, 2013, the landlords issued a 10 day notice to end tenancy for unpaid rent dated May 5, 2013. The notice was served by way of posting on the tenant's door on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is May 18, 2013. Subsequently, the

tenant filed an application to dispute the notice on May 10, 2013. The tenant disputes that \$75.00 remains unpaid for May's rent.

Also by date of May 5, 2013, the landlords issued a 1 month notice to end tenancy for cause. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is June 5, 2013. The reason identified on the notice in support of its issuance is as follows:

Tenant is repeatedly late paying rent

The tenant filed an application to dispute the notice on May 10, 2013.

As for June's rent, while the landlords claim that it has not been paid, the tenant claims that it has been paid in full.

During the hearing the parties undertook to resolve their dispute.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed at the website: www.rto.gov.bc.ca

Section 63 of the Act speaks to **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. Specifically, it was agreed as follows:

RECORD OF SETTLEMENT

- that the tenant will vacate the unit by no later than **Sunday, June 30, 2013**, and that an **order of possession** will be issued in favour of the landlords to that effect;
- that the tenant authorizes the landlords to **retain the full security deposit** of \$350.00;
- that the tenant will pay the landlords **\$350.00** as soon as possible, and that a **monetary order** will be issued in favour of the landlords to that effect;
- that the landlords **waive any claim to additional payment of rent** for either May or June 2013;

- that the tenant **withdraws** all aspects of her application for dispute resolution;
- that "RK," the person assisting the tenant at the hearing, will facilitate communication between the parties which is required outside of the hearing.

Conclusion

I hereby issue an **order of possession** in favour of the landlords effective not later than **Sunday, June 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.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlords in the amount of **\$350.00**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court 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: June 06, 2013

Residential Tenancy Branch

