



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: MNR, MNDC, OPR, CNR, LRE, FF

Introduction

This hearing dealt with an application by the landlord for an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent, a monetary order for rental arrears, utilities owed and the cost of the application. The hearing was also to deal with the tenant's application for an order to cancel the Ten Day Notice to End Tenancy for Unpaid Rent and seeking an order to restrict landlord's access.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issues to Determine

Is the landlord entitled to an Order of Possession and Monetary Order?

Should the 10-Day Notice to End Tenancy for Unpaid Rent be cancelled?

Should an order be issued restricting the landlord's access?

Background and Evidence

The tenancy began in mid March 2013 and the tenant agreed to clean up the property in exchange for a security deposit. The landlord testified that the tenancy agreement was for the upper and lower portion of the rental unit with rent of \$1,250.00 per month. The landlord submitted a copy of a tenancy agreement showing rent as \$1,250.00 signed by both parties on the last page.

The landlord testified that the tenant failed to pay a portion of the rent owed for May 2013 and June 2013 and that this was the basis for issuing the 10-Day Notice to End Tenancy for Unpaid Rent. No copy of the Notice was in evidence.

The landlord testified that the tenant also failed to pay all of the utilities owed and these are being claimed. The total claim submitted by the landlord for rental arrears and utilities is \$2,050.00.

The tenant testified that the tenancy agreement they signed showed the rent as \$650.00 and this was the rate to rent the upper half of the building, not including the basement suite. The tenant testified that the lower unit was meant to be rented out as a separate unit and they had not committed to rent the lower suite. According to the tenant, they even delayed the move-in date until locks were installed between the two different rental units.

The tenant's position is that the rent for the upper suite is not in arrears and that the rent has been paid in full.

In regard to the utilities owed, the tenant testified that the hydro arrears were caught up and the service was now placed in the tenant's name. The tenant stated that the amount being claimed by the landlord as arrears for the gas utility was not accurate. The tenant testified that the current amount still outstanding is \$152.40.

Analysis

The parties engaged in a mediated discussion, reaching a mutual agreement detailed below:

- The tenancy will end effective 1:00 p.m. Sunday, September 1, 2013 and an Order of Possession is granted to the landlord
- The tenant will pay rent in the amount of \$650.00 on August 1, 2013 for the month of August.
- No security deposit is currently being held in trust by the landlord on behalf of the tenant.
- The tenant will pay the landlord \$152.40 to satisfy the latest gas charges to date and the landlord will be issued a Monetary Order for this amount.
- The tenant will continue to pay for gas consumption to the end of the tenancy.

As the parties have reached a mutually agreeable resolution, I find that the matter has been resolved.

Pursuant to the agreement between the parties, I hereby grant the landlord an Order of Possession effective Sunday September 1, 2013 at 1:00 p.m. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Supreme Court and enforced as an order of that Court.

Pursuant to the agreement between the parties, I hereby issue a monetary order in favour of the landlord for \$152.40 for payment of the gas utilities owed to date. This order must be served on the tenant and may be enforced through Small Claims Court if left unpaid.

I order that the tenant reimburse the landlord for verified gas consumption to the end of the tenancy.

Conclusion

The parties reached a mutual agreement to end the tenancy and the landlord is granted an Order of Possession and monetary order.

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: July 16, 2013

Residential Tenancy Branch

