



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR
OPR

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. Both parties attended and gave affirmed testimony.

During the hearing the landlord confirmed that he seeks an order of possession in the event the tenant's application does not succeed.

Issue(s) to be Decided

Whether either party is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on April 1, 2006. Monthly rent is due and payable in advance on the first day of the month. Presently, the monthly rent is \$620.00. A security deposit of \$300.00 was collected near the start of tenancy.

Arising from rent which remained unpaid when due on January 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent dated July 1, 2013. The tenant acknowledged receipt of the notice, and filed an application to dispute it on July 5, 2013.

A copy of the notice was submitted in evidence. The amount shown as unpaid when due on January 1, 2013 is \$3,000.00, and the date shown on the notice by when the tenant must vacate the unit is July 10, 2013. There is some dispute around the exact amount of rent that currently remains overdue, however, the parties agree that the full amount of \$3,000.00 has not been paid since the issuance of the notice, and no rent has been paid for either July or August 2013. The tenant continues to reside in the unit.

During the hearing the parties undertook to resolve a limited aspect of the dispute.

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**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to limited resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the tenant will vacate the unit by not later than **Thursday, August 15, 2013**, and that an **order of possession** will be issued in favour of the landlord to that effect.

As the end of tenancy approaches, the attention of the parties is drawn to section 37 of the Act which speaks to **Leaving the rental unit at the end of a tenancy**:

37(1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.

(2) When a tenant vacates a rental unit, the tenant must

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and
- (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Finally, the parties are also referred to section 38 of the Act which addresses **Return of security deposit and pet damage deposit**.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **Thursday, August 15, 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: August 08, 2013

Residential Tenancy Branch

