



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DATATECH DEVELOPMENT INC
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes *OPR, MNR, CNR, FF.*

Introduction

This hearing dealt with cross applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for the following:

- An order of possession pursuant to Section 55;
- A monetary order for rent owed, pursuant to Section 67;
- A monetary order for the recovery of the filing fee, pursuant to Section 72.

The tenant applied for an order to cancel the Notice To End Tenancy For Unpaid Rent.

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 testimony and relevant evidence that was properly served.

Issues to be decided: Landlord's Application

- Is the landlord entitled to an order of possession and a monetary order for unpaid rent based on the Ten Day Notice to End Tenancy for Unpaid Rent ?

Issues to be decided: Tenant's Application

- Is the tenant entitled to an Order to cancel the Notice to End Tenancy for Unpaid Rent?

Background and Evidence

Based on the testimony of both parties, the background is as follows. The tenancy started on August 1, 2013 and the current rent is \$500.00 per month payable on the 1st day of each month and a security deposit of \$250.00 was paid.

The landlord testified that the tenant failed to pay rent for the month of August 2013 and a Ten Day Notice to End Tenancy for Unpaid Rent was served on the tenant in person on September 3, 2013. The landlord seeks an Order of Possession and a monetary order for \$500.00 for the rent. No copy of the Ten Day Notice to End Tenancy for Unpaid Rent was in evidence.

The tenant disputed that the August rent was unpaid and testified that he was told to pay another resident in the building. The tenant testified that he paid \$475.00 to this individual in cash and provided a receipt for the payment. The tenant's position is that the Ten Day Notice to End Tenancy for Unpaid Rent should be cancelled.

Analysis:

A mediated discussion ensued, the outcome of which was a mutual agreement to terminate the tenancy effective November 30, 2013.

Accordingly, I hereby issue an Order of Possession on consent in favour of the landlord effective 1:00 p.m. on Sunday, November 30, 2013. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The parties reached a mutual agreement to terminate the tenancy and an Order of Possession is granted to the landlord on consent.

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: October 16, 2013

Residential Tenancy Branch

