



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OPR, MNR, MNDC, FF

Introduction

This hearing was scheduled to deal with cross applications. The tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent. The landlord applied for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent and other damages or loss under the Act, regulations or tenancy agreement. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary Matter – tenant's Application

The Act requires that an Application be accompanied by sufficient particulars as to the nature of the dispute. Applicants are also provided information with respect to the importance of providing evidence in support of their position. Where a tenant is filing to dispute a Notice to End Tenancy I can think of no other document more relevant than the Notice to End Tenancy the tenant seeks to cancel.

The tenant had not provided a copy of the Notice to End Tenancy she was seeking to have cancelled. Nor, did the tenant provide any details of dispute. I confirmed with the tenant that she had received several Notices to End Tenancy for Unpaid Rent but the one she was seeking to have cancelled was received by her September 8, 2013. The tenant explained during the hearing that she filed to dispute the Notice so as to afford her more time to find funds to pay the outstanding rent.

As I informed the parties during the hearing, the tenant's reason for filing to dispute the Notice, as stated during the hearing, is not a basis under the Act for cancelling a Notice to End Tenancy for unpaid rent.

Given the tenant did not provide sufficient particulars in filing her Application for Dispute Resolution and did not provide a legal basis for cancelling the Notice to End Tenancy I

indicated to the parties that the tenant's Application for Dispute Resolution would be dismissed and the landlord's request for an Order of Possession granted.

The tenant and the people assisting her requested more time to secure funds for the outstanding rent and/or move out of the rental unit.

Following some discussion, the parties agreed upon terms that I have recorded in this decision and by way of the Orders that accompany it.

Issue(s) to be Decided

What are the terms agreed upon by the parties?

Background and Evidence

During the hearing, the parties mutually agreed upon the following terms:

1. The tenant shall be permitted to occupy the rental unit until November 30, 2013.
2. The landlord shall be provided an Order of Possession effective November 30, 2013.
3. The landlord shall be provided a Monetary Order for the outstanding rent and charge-backs of \$1,685.60; plus, rent of \$296.00 for the month of November 2013; and, the \$50.00 filing fee in the total amount of \$1,981.60.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a mutual agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the terms agreed upon by the parties during this hearing by way of this decision. Further, pursuant to the terms of the agreement, I provide the landlord with an Order of Possession effective November 30, 2013 and a Monetary Order in the amount of \$1,981.60.

Conclusion

The landlord has been provided an Order of Possession effective November 30, 2013. The landlord has been provided a Monetary Order in the amount of \$1,981.60 to serve and enforce as necessary.

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 24, 2013

Residential Tenancy Branch

