



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lugano Holdings Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF, CNR

Introduction

There are applications filed by both parties. The Landlord has applied for an order of possession and a monetary order for unpaid rent and recovery of the filing fee. The Tenants have made an application to cancel the notice to end tenancy issued for unpaid rent and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence by the other party, I am satisfied that both parties have been properly served.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

Is the Tenant entitled to an order cancelling the notice to end tenancy?

Is the Tenant entitled to a monetary order?

Background and Evidence

Both parties confirmed that the Landlord served a 10 day notice to end tenancy issued for unpaid rent on November 16, 2013. The notice states that rent of \$31,050.00 was due on March 1, 2013. Both parties clarified and confirmed in their direct testimony that the Tenants were in arrears for 10 months of rent at \$3,450.00 per month and that the Tenants have not paid any rent since March of 2013 to the date of this hearing. The Tenant's state that there was a verbal agreement with the Landlord to allow them to pay all of the rent arrears in January 2014 and that they would also vacate the rental unit at the end of January 2014. The Landlord disputes this stating that there was no agreement and that the Tenants have failed to make any rent payments. The Landlord stated during the hearing that he initially took the Tenant's vehicle title as a guarantee during for the first couple of months so that the Tenant's would pay all of the rent arrears, but that the Tenant's failed to comply by paying any rent and that is when the Landlord served the Tenant's with the 10 day notice dated November 16, 2013.

The Landlord seeks a monetary claim of \$25,000.00 in keeping with the Residential Tenancy Act monetary limit as the rent amount owed of \$34,500.00 exceeds this limit.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution regarding possession. Specifically, it was agreed as follows:

Both parties agreed to mutually end the tenancy on January 31, 2014 at or before 1:00 pm and that the Landlord shall receive an order of possession to reflect this agreement.

The above particulars comprise full and final settlement of all aspects of the dispute arising from this application for both parties concerning possession.

Analysis

I find based upon the undisputed testimony of both parties that the Landlord has established a claim for unpaid rent. The Landlord has properly served the Tenants with a 10 day notice to end tenancy issued for unpaid rent on November 16, 2013. The Tenant confirmed in his direct testimony that no rent has been paid since March 2013. The Landlord has established a monetary claim of \$25,000.00 for unpaid rent. The Landlord is also entitled to recovery of the \$100.00 filing fee. The Landlord is granted a monetary order for \$25,100.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

Both parties agreed to mutually end the tenancy on January 31, 2014. The Landlord is granted an order of possession.

The Landlord is granted a monetary order for \$25,100.00.

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: January 14, 2014

Residential Tenancy Branch

