



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 an order of possession, a monetary order for rent owed, pursuant and recovery of the filing fee, pursuant to Section 72. The tenant applied for an order to cancel the Ten Day 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 cancelling the 10-Day Notice to End Tenancy?

Background and Evidence

The tenancy began November 7, 2013 for \$1,200.00 per month and no security deposit was paid as the tenant's \$600.00 cheque failed to clear.

The landlord testified that the tenant fell into arrears for the rent by only paying partial amounts and accrued a debt of \$2,360.00 by January 20, 2014. A Ten Day Notice to End Tenancy for Unpaid Rent was issued and served on the tenant in person.

The landlord testified that the arrears owed have since increased to \$3,360.00. The landlord seeks a monetary order and to end the tenancy pursuant to the Ten Day Notice to End Tenancy for Unpaid Rent dated January 20, 2014.

The tenant disputed the Ten Day Notice to End Tenancy for Unpaid Rent, but during the hearing, the parties discussed the matter and came to an agreement.

Analysis:

A mediated discussion ensued, the outcome of which was that the parties will permanently terminate the tenancy effective April 1, 2014. The landlord will be issued an Order of Possession for that date.

The parties also agreed that the tenant will pay the remaining debt owed in the amount of \$3,360.00 prior to vacating the rental unit.

Accordingly, based on the mutual agreement reached by the parties, I hereby issue an Order of Possession in favour of the landlord effective 1:00 p.m. on Tuesday April 1, 2014. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I hereby grant the landlord a monetary order for \$3,360.00. This order must be served on the tenant and may be enforced through Small Claims court, if not paid.

Each party is responsible for their own costs of the application.

Conclusion

The parties reached a mutual agreement to terminate the tenancy and compensate the landlord resulting in an Order of Possession and monetary order being granted to the landlord by 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: March 11, 2014

Residential Tenancy Branch

