



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC, MNR, MNDC, MNSD, FF
CNC, MNDC, OLC, RR

Introduction

This hearing concerns 2 applications: i) by the landlord for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee; and ii) by the tenants for cancellation of a notice to end tenancy for cause / a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / and permission to reduce rent for repairs, services or facilities agreed upon but not provided. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

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

Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which began on July 15, 2013. Monthly rent of \$950.00 is due and payable in advance on the 15th day of each month. A total security deposit of \$465.00 was collected, comprised of \$232.50 paid on behalf of each tenant by the Ministry of Social Development.

Pursuant to section 47 of the Act which speaks to **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy dated February 01, 2014. The notice was served in-person on that same date. A copy of the notice was submitted in evidence. The reason identified on the notice in support of its issuance is that "the tenant is repeatedly late paying rent." Subsequently, the tenants filed an application to dispute the notice on February 04, 2014.

The landlord testified that rent up to March 31, 2014 is presently overdue in the total amount of \$2,350.00. As for the tenants, in their application they seek miscellaneous compensation in the total amount of \$1,600.00.

During the hearing the parties undertook to resolve their dispute.

Analysis

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 a resolution, and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the tenants will vacate the unit by not later than **Tuesday, April 15, 2014**, and that an **order of possession** will be issued in favour of the landlord to that effect;
- that the landlord will retain the full security deposit(s) paid by the tenants;
- that the landlord withdraws his application for compensation reflecting unpaid rent for January, February, March and the period from April 1 to 15, 2014;
- that the landlord withdraws his application to recover the \$50.00 filing fee;
- that the tenants withdraw all aspects of their application.

As the end of tenancy nears, the attention of the parties is drawn to section 37 of the Act which addresses **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.

Conclusion

The parties settled their dispute pursuant to the terms set out above in the **Record of Settlement**.

I hereby issue an **order of possession** in favour of the landlord effective not later than **Tuesday, April 15, 2014**. This notice must be served on the tenants. Should the tenants 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: March 24, 2014

Residential Tenancy Branch

