



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This matter dealt with an application by the Tenant to Cancel a Notice to End Tenancy for unpaid rent or utilities.

At the start of the Hearing the Tenant said the Landlord purchased the property on November 15, 2013 and she has had little to no contact with the new owner/landlord so she did not know who to pay the rent to, where to pay the rent and how much the rent was. The Tenant said the previous rent amount was \$600.00 plus utilities per month and the previous landlord said she would have to talk to the new owner about making a new tenancy agreement. The Tenant said the new owner and her did not get together to make a new tenancy agreement as of yet. The Landlord agreed they have not had a meeting to make a new tenancy agreement since he purchased the property.

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The Tenant agrees to pay the Landlord \$600.00 per month rent for the last 6 months and \$300.00 for ½ month's rent for November, 2013 in the amount of \$3,900.00 to bring the unpaid rent current. The Landlord agreed to accept \$3,900.00 as full settlement of unpaid rent.
2. The Tenant agreed to pay the outstanding utilities from November 15, 2013 to the present time upon receiving a copy of the utility bills for that time period. The Landlord agreed to provide the utility bills for this time period.
3. Both the Landlord and the Tenant agreed to meet on June 1, 2014 at 1:00 p.m. to complete a new tenancy agreement which complies with the *Residential Tenancy Act*.

4. Both parties agreed to continue the tenancy as agreed in the previous tenancy agreement until June 1, 2014 when the new tenancy agreement will be completed.
5. The Landlord will receive a Monetary Order for \$3,900.00 for unpaid rent.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlord and the Tenant agreed to the above arrangement.

As no further action is required on this file, the file is closed.

Conclusion

The Parties agreed continue the tenancy as is and create a new tenancy agreement on June 1, 2014.

The Landlord has received a Monetary Order for \$3,900.00.

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: May 13, 2014

Residential Tenancy Branch

