



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This was a hearing with respect to the tenant's application to cancel a 10 day Notice to End Tenancy for unpaid rent. The hearing was held at the Residential Tenancy Branch office in Burnaby. The tenant and the landlord's representative attended the hearing. The hearing was conducted in person because the tenant has a profound hearing loss and he is unable to participate in a hearing conducted by telephone conference

### Issue(s) to be Decided

Should the Notice to End Tenancy for unpaid rent dated August 12, 2015 be cancelled?

### Background and Evidence

The rental unit is a room in a single room occupancy hotel in Vancouver. The tenant moved into the rental unit in October, 2014. His monthly rent is \$450.00. There have been two previous dispute resolution proceedings and decisions with respect to this tenancy. A hearing was held on January 21, 2015. The tenant withdrew his application and the decision recorded that the tenant had agreed to pay a sum owed to the landlord by monthly installment payments of \$50.00.

The application before me concerns a 10 day Notice to End Tenancy for unpaid rent dated August 12, 2015. The Notice claimed that the tenant owes the sum of \$165.00 as unpaid rent that was due on July 1, 2015. In fact the amount stated in the Notice to End Tenancy is not unpaid rent due for July, but the amount claimed by the landlord to be due under the monthly payment agreement with the tenant. The payment agreement is with respect to an unpaid sum of \$50.00 for rent and a \$200.00 amount intended to be a security deposit.

The landlord testified that the tenant owes the sum of \$165.00 pursuant to the payment agreement. The tenant said that he has paid all but \$50.00 of the required amount and he suggested that one of the landlord's staff members may have taken some of his payments. The landlord's representative said that the amount outstanding was correct.

At the hearing the parties agreed that the Notice to End Tenancy should be cancelled and that the tenancy should continue. The landlord's representative assured the tenant

that the landlord was not seeking to evict the tenant and that the issue was confined to the money that the landlord was requesting that the tenant pay.

At the hearing the landlord and the tenant agreed that the tenant will pay the sum of \$165.00 and that this sum will be paid by installments directly from the Ministry of Social Services to the Landlord.

### Analysis

The tenant and the landlord's representative requested that this agreement be stated in my decision so that it could be presented to the Ministry to serve as a direction to pay the sum of \$165.00 by installments to the landlord.

The landlord and the tenant agreed that this direction will resolve all outstanding issues, that the Notice to End Tenancy should be cancelled and that the tenancy will continue.

### Conclusion

Pursuant to the agreement of the tenant and the landlord, I order that the Notice to End Tenancy for unpaid rent be, and is hereby cancelled. The tenancy will continue. The parties will request the Ministry to make the required payments by installments directly to the landlord.

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 29, 2015

---

Residential Tenancy Branch

