



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, MNDC, FF

Introduction

This hearing was scheduled to deal with cross applications. The landlord had applied for an Order of Possession and Monetary Order for unpaid rent and/or loss of rent. The tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent. At the commencement of the hearing only the landlord was present. The landlord testified that she served her application upon the female tenant, in person, on December 30, 2015. The landlord also confirmed that the female tenant had served her with the tenant's application.

Approximately 19 minutes later the tenant and the former male co-tenant appeared. It was explained to me that the tenant had difficulty accessing the teleconference call. For the tenant's benefit, I reviewed the information I had heard thus far from the landlord and permitted the tenant(s) to respond. Accordingly, both parties had the opportunity to be fully heard and respond to the submissions of the other party during this proceeding.

Preliminary and Procedural Matters

I noted that the landlord had applied to enforce a 10 Day Notice issued to two co-tenants on December 18, 2015; whereas, the tenant was applying to cancel a 10 Day Notice issued to her as the only tenant on January 11, 2016. I also noted that the two 10 Day Notices and the Applications before me indicated different street numbers for the rental unit address. I have addressed these discrepancies below.

Both parties provided consistent testimony that the tenant has only ever rented one unit from the landlord. I heard that the rental unit is a suite located on the floor below the landlord's residence which is on the main floor of the house. The landlord described the rental unit as a legalized basement suite and she believed the City had assigned the rental unit a different street number than her residence but that she could not locate such an address on the computer. However, I also heard that there is only one mail box

for the entire house, including the rental unit, and that the house is identified using the street number indicated on the January 11, 2016 10 Day Notice and the tenant's Application. The tenant had also provided copies of several "Shelter Information" documents signed by the landlord over the years and on the majority of those documents the rental unit is identified as the address appearing on the tenant's Application. I found it more likely than not that the address of the rental unit is that which is identified by the tenant on her application and that is the address I have used in this decision and the Orders that accompany this decision.

I also heard consistent testimony from the parties that the rental unit had been occupied by two co-tenants up to and including the month of December 2015 but that the male co-tenant has since moved out. I also heard consistent testimony that the outstanding rent indicated on the December 18, 2015 10 Day Notice has been satisfied and the landlord and the female tenant entered into a new oral tenancy agreement starting January 2016. The parties were in agreement as to the basic terms of the new tenancy agreement. The parties were also agreeable to resolving their disputes by way of a mutual agreement.

I have recorded the mutual agreement reached by the parties during the hearing by way of this decision and the Orders that accompany it.

Since there is no longer any rent owed from the former co-tenancy and the landlord and the female tenant entered into a new tenancy agreement, I have excluded the former male co-tenant as a named party to this dispute.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties mutually agreed to the following terms during the hearing:

1. The monthly rent starting January 1, 2016 is \$900.00 payable on or before the 1st day of every month.
2. The landlord received two payments of \$570.00 for the months of January 2016 and February 2016 and tenant currently still owes the landlord \$660.00 in rent for these months.
3. The tenant shall present payment of \$660.00 to the landlord no later than February 15, 2016 and the tenancy shall continue.

4. Should the tenant fail to pay the landlord as agreed under term number 3 the landlord is at liberty to serve and enforce the Order of Possession and Monetary Order provided to the landlord with this decision.
5. Any future changes to the monthly rent must be accomplished in a manner that complies with the Act, such as a Notice of Rent Increase served in accordance with the requirements of the Act, or by way of both parties executing a written tenancy agreement.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the terms an Order to be binding upon both parties.

The landlord has been provided a conditional Order of Possession and a conditional Monetary Order with this decision. The Order of Possession has an effective date of two (2) days after it is served upon the tenant and the Monetary Order is for the sum of \$660.00. **The Orders may only be served and enforced in the event the tenant fails to pay the landlord as agreed upon and recorded in term number 3 of the mutual agreement.**

Conclusion

The parties resolved their disputes by way of a mutual agreement that I have recorded in this decision. The landlord has been provided an Order of Possession and Monetary Order that may only be served and enforced if the tenant fails to pay the landlord \$660.00 as agreed upon in term number 3 of their mutual agreement.

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: February 12, 2016

Residential Tenancy Branch

