



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenants' Application: CNC, MNR, MNDC, OLC, RP, PSF

Landlords' Application: OPR, MND, MNR, MNSD, FF

Introduction

This was a hearing with respect to applications by the tenants and by the landlord. The tenant applied for a monetary award, for repair orders, an order that the landlord provide services and facilities and an order that the landlord comply with the Act, Regulation or tenancy agreement.

The landlord applied for an order of possession pursuant to a one month Notice to End Tenancy for cause for repeated late payment of rent and for a monetary award for unpaid rent.

At the hearing the tenant advised that she was moving out of the rental property within the next few days. She said that she would be fully moved by Friday, September 16, 2016. The tenant requested that her application for a monetary award be adjourned to a later date when her legal advisor would be available to represent her.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary award for unpaid rent?

Should the tenant's application for a monetary award be adjourned?

Background and Evidence

The rental unit is a residence in Langley. The tenancy began in January, 2016. There was an earlier dispute resolution proceeding with respect to this tenancy. In a decision dated July 12, 2016 an arbitrator recorded a settlement made between the landlord and

the tenant whereby the landlord agreed to withdraw a 10 day Notice to End Tenancy for unpaid rent and the tenant agreed to pay the sum of \$2,500.00 on or before July 15, 2016. Pursuant to the settlement the landlord was granted a monetary order in the amount of \$2,500.00.

At the hearing before me the landlord testified that the tenant has not paid the \$2,500.00 monetary order and has not paid rent for August or September in the amount of \$1,000.00 for each month. The tenant said she has tried to pay the rent but the landlord has refused to accept payments from her and has avoided contact with her. She acknowledged that rent was not paid in August or September, but blamed the landlord for changing his address and avoiding her. The landlord and G.C. who is named as landlord and acting as property manager agreed to the tenant's proposal to move out on September 16, 2016. The landlord requested a monetary order for the unpaid rent.

Analysis

The tenant testified that she is moving out and requested that she be given until September 16, 2016 to do so. The landlord consented to her request and accordingly I grant the landlord an order of possession effective September 16, 2016, after service on the tenants. This order may be filed in the Supreme Court and enforced as an order of that court.

The tenant acknowledged that rent for August and September is unpaid; I therefore allow the landlord's claim for unpaid rent in the amount of \$2,000.00. The landlord is entitled to recover the \$100.00 filing fee for his application, for a total award of \$1,100.00. This order may be registered in the Small Claims Court and enforced as an order of that court. I was not provided with information with respect to payment of a security deposit and I make no order with respect to any deposit that may have been paid. The deposit must be dealt with in accordance with the *Residential Tenancy Act* at the end of the tenancy.

The tenant's application for a monetary award is adjourned and will be reconvened as a conference call hearing. The parties will receive notice of the time, date and call-in particulars for the reconvened hearing by separate letter. Because the tenancy is ending on September 16, 2016 the remainder of the tenants' claims for remedies other than a monetary award are dismissed without leave to reapply.

Conclusion

The landlord has been granted an order of possession and a monetary order in the amount stated. The tenants' application for a monetary award has been adjourned; the remainder of the tenant's claims are dismissed without leave to reapply.

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: September 13, 2016

Residential Tenancy Branch