



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNC OPC

### **Introduction:**

Both parties attended the hearing and gave sworn testimony. I find that the Notice to End a Residential Tenancy dated April 26, 2017 to be effective May 31, 2017 was served personally on the Tenant. The landlord admitted service of the application for dispute resolution by registered mail. The tenant applies to cancel a Notice to End the Tenancy for cause pursuant to section 47 of the *Residential Tenancy Act* (the Act) and recover her filing fee.

**Issues:** Is the tenant entitled to any relief?

### **Background and Evidence:**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and make submissions. It is undisputed that the tenancy began on December 1, 2012. The current rent is \$850 a month and the tenant paid a security deposit of \$400. The landlord served the Notice to End Tenancy pursuant to section 47 alleging that the tenant is repeatedly late in paying her rent. He supplied a ledger showing the tenant made partial payments of rent since August 2016 and as of March 31, 2017 owes \$3990.00. He said she has also paid no rent for April, May and June 2017.

The tenant denies the landlord's allegations. She said she paid her rent on or before the first of most months but was given no receipts. She said the only month for which she has not paid is May 2017 for the landlord was proposing to sell the unit and offered her free rent for May if she moved out by May 31, 2017. However, she said she is a single mother and working with a society to have her children returned so she could not move. The landlord said he had offered to forgive her past rent debt and have free rent for April and May 2017 if she moved out but she did not accept his offer.

The tenant provided no documentary proof that she had paid rent on time and the landlord provided no documentary proof such as bank deposits to prove when rent had been paid and for how much but he did provide a rent ledger and explanations. After further discussion of the tenant's significant problems, the landlord offered to extend the move out date to July 31, 2017 and the tenant accepted.

Pursuant to section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a partial resolution of their dispute.

Both parties agreed to the following final and binding settlement of the issue currently under dispute at this time:

1. The tenancy will end on July 31, 2017 and the tenant will vacate at that time.
2. The landlord will receive an Order of Possession effective July 31, 2017.
3. The landlord reserves his rights to file an Application for any monies owed as the tenant is not prepared to settle on the amount she owes for rent.

These particulars comprise the full and final settlement of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion.

**Analysis:**

The Notice to End a Residential Tenancy is based on cause pursuant to section 47 of the Act. Although the tenant disputed the Notice in time, I find the landlord's evidence more credible that the tenant has been repeatedly late in paying her rent. I find he gave his evidence in a clear manner and his oral evidence was consistent with the documents he filed. I find insufficient evidence to support the tenant's statements that she did pay the rent on time; she said 'most of the time' and had no details. I therefore dismiss her application to cancel the Notice to End the Tenancy. Section 55(1) (a) provides that the arbitrator must grant an order of possession of the rental unit where an arbitrator has dismissed the tenant's application and has upheld the Notice. As a result I grant the landlord an Order for Possession. I find the landlord entitled to an Order of Possession effective July 31, 2017 as agreed by the parties.

**Conclusion:**

I grant the landlord an Order for Possession effective July 31, 2017. I dismiss the tenant's application without recovery of the filing fee due to her lack of success.

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: June 20, 2017

---

Residential Tenancy Branch