



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE WOLSTENCROFT REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR

### Introduction

The tenants apply to cancel a ten day Notice to End Tenancy dated and received July 14, 2018.

The listed parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Is the Notice a valid Notice and has it caused this tenancy to end?

### Background and Evidence

The rental unit is a manufactured home located on the private property of Mr. J.S., who also lives on the property. There is a written tenancy agreement. The tenancy started in June 2017. The monthly rent is \$950.00, due on the first of each month. The landlord holds a \$475.00 security deposit.

The attending tenant admits that the \$2014.50 demanded in the Notice as having been due July 1, 2018, was due and owing. He states that the tenants had fallen behind in rent. His defence is that sometime prior, the landlord agreed to the tenants making up the arrears by paying \$525.00 every two weeks.

Mr. J.W. testifies that there was such an agreement but the tenants did not keep it by paying the \$525.00 when due.

### Analysis

I find that the agreement for arrears payment was merely an accommodation by the landlord and not an agreement that was enforceable by the tenants because they gave no consideration to the landlord for the landlord's leeway in paying up rent arrears.

In any event, I accept Mr. J.W.'s evidence that the agreement was not followed by the tenants. The landlord was at liberty to demand the entire arrears amount, which it did by giving the Notice in question.

As a result, the Notice was a valid Notice. By operation of section 46 of the *Residential Tenancy Act* (the "*Act*") this tenancy ended on July 25, 2018.

By operation of s. 55 of the *Act*, the landlord is entitled to an order of possession and will be issued one in this case.

### Conclusion

The tenants' application is dismissed. The landlord will have an order of possession.

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 11, 2018

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Residential Tenancy Branch