



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: OPR, MNR, OLC and FF

Introduction

These applications were brought by both the landlord and the tenants.

By application of February 20, 2009, the landlord sought an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served in person on February 3, 2009. The landlord also sought a Monetary Order for the unpaid rent and filing fee for this proceeding.

By application of February 4, 2009, the tenants seek to have the Notice to End Tenancy set aside, an Order that the landlord comply with the Act, Regulations or Tenancy Agreement and recovery of their filing for this proceeding.

Issue(s) to be Decided

This application requires a decision on whether the Notice to End Tenancy should be upheld or set aside, whether the landlord is entitled to a Monetary Order for unpaid rent, and whether the tenants are entitled to an Order for landlord compliance.

Background and Evidence

This tenancy began October 1, 2008. Rent is \$750 per month and the landlord holds a security deposit of \$375 paid on September 5, 2008.

During the hearing, the landlord gave evidence that the notice to end tenancy had been served when the tenants failed to pay the rent for February 2009. In the interim, the tenants have not paid the March rent.

The tenants stated that they were, and had been, fully prepared to pay the rent but the landlord had not called for it. The landlord said he had attended the rental unit on February 1st, 2nd, and 3rd, but when no one was home, he left the Notice to End Tenancy.

The tenants said that the landlord had asked them to leave the rent in their mailbox for pickup, but they had not been aware the landlord had a key to it, and they were uncomfortable of the loss of privacy in their mail box.

The tenants were advised that, if they did not agree with the landlord's method of collecting the rent, they were still responsible for seeing that the rent was provided to the landlord on time by mail, personal delivery or any other reasonable method.

The tenants provided photographs illustrating that the rental unit required substantial cleaning when they moved in and they had had problems with a running toilet, blinds and other matters pertaining to their request for an Order for compliance.

Consent Agreement

During the hearing, the parties arrived at a mutual agreement as follows:

1. The tenants promised to pay the February and March rent on the day following the hearing and the landlord agreed that he would telephone them to arrange a time to pick up the rent.

2. The parties mutually agreed that the tenancy should end on April 30, 2009.

Conclusion

To perfect the consent agreement between the parties, the landlord is granted an Order of Possession to take effect on April 30, 2009.

In addition, the landlord is granted a Monetary Order \$1,500 for the unpaid in the event it has not been paid.

As the end of this tenancy is imminent, and as some of the matters of concern in the tenants request for a compliance order are have already been addresses, I find that such an order would not be appropriate at this time.

I find that the parties should remain responsible for their own filing fees.

March 19, 2009.

Dispute Resolution Officer