

Decision

Dispute Codes: CNC, FF

Introduction

This hearing dealt with an application by the tenants for cancellation of a notice to end tenancy, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenants are entitled to the above under the Act

Background and Evidence

The month-to-month tenancy officially began on January 1, 2011. During the hearing the parties appeared to agree that monthly rent would be \$2,500.00 for the first 3 months of the tenancy and, thereafter, that it would be \$3,500.00. The parties were unable to agree around whether or not a security deposit was ever collected; the tenant testified that she paid the landlord a security deposit of \$750.00 in cash and did not get a receipt, whereas the landlord testified that she received no such payment.

Arising from a range of concerns related to the tenancy, the landlord issued a 1 month notice to end tenancy for cause dated January 13, 2011. The landlord testified that the notice was posted on the tenants' door on January 14, 2011. The tenant testified that the notice was not posted on January 14, 2011, but rather, on January 15, 2011. In any event, the tenants filed to dispute the notice on January 27, 2011. While this hearing was convened in response to this particular application by the tenants, the parties stated that another hearing is scheduled to address a variety of other matters in dispute.

During the hearing the parties exchanged views on some of the circumstances surrounding the broader dispute, and undertook to achieve at least a partial resolution.

Analysis

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a partial resolution. Specifically, it was agreed as follows:

- that the tenant(s) will vacate the unit by not later than 1:00 p.m., March 31, 2011, and that an order of possession will be issued in favour of the landlord(s) to that effect;
- that the tenant(s) will pay the landlord(s) \$2,600.00 by way of Bank Draft;
- that the above Bank Draft will be made payable to the landlord(s) in the name of the company, as identified on the cover sheet of this decision;
- that the landlord(s) will take delivery of the Bank Draft from the female tenant at her place of work on Monday, February 14, 2011, between 2:00 and 2:15 p.m.;
- that the landlord(s) will issue a receipt to the tenant(s) in exchange for the above Bank Draft immediately upon its delivery;
- that the above payment is made in consideration of total net rent due for February and March 2011.

As the parties achieved a limited settlement which did not include cancellation of the notice to end tenancy, the application to recover the filing fee is hereby dismissed.

Conclusion

I hereby issue an order of possession in favour of the landlord(s) effective not later than **1:00 p.m., Thursday, March 31, 2011**. This order must be served on the tenant(s). Should the tenant(s) fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord(s) in the amount of **\$2,600.00**. Should it be necessary, this order may be served on the tenant(s), filed in the Small Claims Court and enforced as an order of that Court.

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*.

DATE: February 14, 2011

Residential Tenancy Branch