

Decision

Dispute Codes: MT, CNR

Introduction

This hearing was convened in response to the tenant's application for more time to make an application to cancel a notice to end tenancy / and cancellation of a notice to end tenancy for unpaid rent. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement

Background and Evidence

There is no copy of a written tenancy agreement in evidence for this tenancy. Tenant "JE" moved into the unit in October 2010, and tenant "JWM" moved into the unit with tenant "JE" in June 2011. Monthly rent of \$1,000.00 is payable in advance on the first day of each month. A security deposit of \$500.00 was collected from tenant "JE" at the start date of her tenancy in October 2010.

The parties agree that rent has been paid to the end of October 2011. Arising from the landlord's view that rent remained unpaid when due on November 1, 2011, he issued a 10 day notice to end tenancy for unpaid rent dated November 8, 2011, a copy of which is not in evidence. The notice was served in person on the tenants on that same date. Subsequently, the tenants have made no further payment toward rent and they continue to reside in the unit.

The tenants claim that they had an agreement with the landlord whereby they would complete certain repairs / renovations in the unit in lieu of paying rent. However, the landlord claims that the tenants have been credited for all work completed and alleges that the tenants have discontinued the work.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

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 resolution. Specifically, it was agreed as follows:

- that the tenants will vacate the unit by no later than 1:00 p.m., Sunday, January 15, 2012, and that an order of possession will be issued in favour of the landlord to that effect;
- that the landlord waives entitlement to payment of rent for November and December 2011, as well as for the period from January 1 to 15, 2012;
- that the parties will resolve the disposition of the security deposit directly between them at the end of tenancy.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **1:00 p.m., Sunday, January 15, 2012**. This order must be served on the tenants. Should the tenants 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.

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: December 5, 2011

Residential Tenancy Branch