



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

OPC, FF

Introduction

This Application for Dispute Resolution was to deal with a request by the landlord seeking an Order of possession based on a One-Month Notice to End Tenancy for Cause, dated October 27, 2013.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

Is the landlord entitled to receive an Order of Possession based on the One Month Notice to End Tenancy for Cause?

Background and Evidence: One Month Notice

The tenancy began in September 2012 with rent set at \$400.00. A security deposit of \$200.00 was paid. Submitted into evidence were numerous Ten Day Notices to End Tenancy for Unpaid Rent and some One-Month Notices to End Tenancy for Cause. The first page of a two-page One Month Notice to end Tenancy for Cause was in evidence.

The landlord testified that he served both pages of the Notice, but the tenant denied receiving the second page.

The landlord testified that the tenant has paid rent chronically late and acted in a disrespectful manner towards the landlord.

The tenant did not deny that he has paid the rent late on numerous occasions due to problems with his benefits. The tenant testified that he has tried to pay the most recent rental arrears, but the landlord is refusing to accept the funds.

The landlord admitted that some funds were paid by the tenant, after the One-Month Notice to End Tenancy for Cause was issued in October, 2012. Although no receipts were issued specifically stating , “*for use and occupancy only*”, the landlord was of the opinion that accepting the funds could not possibly be construed as a reinstatement of this tenancy. The landlord wants the tenancy to end.

During the hearing a mediated discussion ensued and the parties mutually agreed to end the tenancy as of February 28, 2014 by consent. The tenant also agreed to pay the landlord all arrears owed to date.

Accordingly, I hereby grant an Order of Possession to the landlord reflecting this agreement.

The landlord is ordered to retain \$50.00 from the tenant’s \$200.00 security deposit, in reimbursement for the cost of this application, the remainder of the deposit on hand must be administered after the end of the tenancy in compliance with section 38 of the Act.

Conclusion

The dispute is resolved by mutual consent and the landlord is issued 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: February 03, 2014

Residential Tenancy Branch