



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Remax Little Oak Realty  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The landlord and the male tenant (the tenant) attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss the landlord's application with one another. The landlord testified that she posted the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenants' door on September 20, 2013. The tenant confirmed that he received the 10 Day Notice posted on his door. In accordance with sections 88 and 90 of the *Act*, I am satisfied that the tenants were deemed served with the 10 Day Notice on September 23, 2013, the third day after it was posted on the door of the rental unit.

The landlord entered written evidence and sworn oral testimony that she sent the male tenant a copy of the dispute resolution hearing package by registered mail on October 19, 2013. She provided the Canada Post Tracking Number and Customer Receipt to confirm this registered mailing. The male tenant confirmed that he received this package. He said that he was unaware of the mailing of any such package to the female Respondent at this address as she has not resided at these premises for many months. I am satisfied that the landlord has served the male tenant with a copy of the landlord's dispute resolution hearing package in accordance with the *Act*. I am not satisfied that the landlord served the female tenant with a copy of the landlord's dispute resolution hearing package. As the female tenant has not been served, I cannot issue any Orders against her as a Respondent in the landlord's application.

### Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent? Is the landlord entitled to a monetary award for unpaid rent? Is the landlord entitled to recover the filing fee for this application from the male tenant?

### Background and Evidence

This periodic tenancy commenced on January 1, 2013. Monthly rent is set at \$650.00, payable in advance on the first of each month. No security deposit was paid for this tenancy.

The landlord's application for a monetary award of \$2,050.00 requested recovery of unpaid rent the landlord maintained was owing in the amounts of \$100.00 for August 2013, and \$650.00 for each of September, October and November 2013. The landlord also requested the recovery of the filing fee for this application.

The tenant did not dispute the landlord's claim and testified that he was planning to vacate the rental unit by Saturday, November 30, 2013.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve the landlord's application on the basis of the following final and binding settlement agreement:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on November 30, 2013, by which time vacant possession of the rental unit will have been yielded to the landlord.
2. The male tenant agreed to pay the landlord \$2,050.00, the sum requested in the landlord's application for dispute resolution.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application for dispute resolution.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be

served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$2,050.00. I deliver this Order to the landlord in support of the above agreement for use in the event that the tenant does not abide by the terms of the above settlement. The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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*.

Dated: November 27, 2013

---

Residential Tenancy Branch

