



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## 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 and utilities pursuant to section 55;
- a monetary order for unpaid rent and utilities pursuant to section 67; and
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlord testified that she handed the tenant a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities (the 10 Day Notice) at 5:30 or 6:00 p.m. on January 3, 2014. She said that her husband witnessed her hand this document to the tenant as did two others staying in this rental property. The tenant denied having received any such 10 Day Notice from the landlord for unpaid rent or utilities for January 2014. He said that he did receive a 10 Day Notice from the landlord for unpaid rent owing for December 2013, but paid the amount identified as owing on that Notice. Neither party entered into written evidence a copy of the 10 Day Notice for unpaid rent issued in December 2013. Later in this hearing, the tenant testified that he continued to owe \$150.00 in rent from December 2013, and has not paid anything to the landlord for January or February 2014.

The landlord testified that she handed the tenant a copy of her dispute resolution hearing package on January 17, 2014. The tenant said that he did receive this package, but that it was "stuffed" in his door and not handed to him as claimed by the landlord. I am satisfied that the tenant was served with the dispute resolution hearing package.

The only written evidence provided by either party was the landlord's provision of one page of a utility bill and what appeared to be the original first page of the landlord's 10

Day Notice. The tenant testified that the landlord had not provided any written evidence to him.

#### Issues(s) to be Decided

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

#### Background and Evidence

This periodic tenancy began on July 8, 2013, on the basis of an oral agreement between the parties. Monthly rent is set at \$450.00, payable in advance on the first of each month. Although the landlord said that there was supposed to have been a security deposit paid, the tenant did not pay one. The tenant said that he had never agreed to pay a security deposit, although the landlord asked for one.

The landlord's 10 Day Notice identified a total of \$655.00 owing on January 3, 2014 for rent and utilities. The landlord applied for a monetary award of \$1,155.00.

#### 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 the following final and binding resolution of all issues under dispute arising out of this tenancy:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on February 28, 2014, by which time the tenant will have vacated the rental unit.
2. The tenant agreed to resolve all monetary issues arising out of this tenancy by paying the landlord a total of \$1,125.00.
3. Both parties agreed that these terms constituted a final and binding resolution of all issues currently under dispute arising out of this tenancy.

#### 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 by 1:00 p.m. on February 28, 2014. 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 \$1,125.00. 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: February 13, 2014

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Residential Tenancy Branch

