



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vancouver Native Housing Society  
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 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 tenant confirmed that he did receive a 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) on or about January 8, 2014. The tenant also confirmed that he found a copy of the landlord's dispute resolution hearing package placed under his door, but does not recall when this occurred.

At the hearing, I noted that the landlord had applied for an Order of Possession for unpaid rent. The landlord's representatives were not familiar with how or when the notice to end tenancy was issued to the tenant. They understood that this hearing was to consider an application for an Order of Possession for cause and not for unpaid rent. The only notice to end tenancy entered into written evidence by either party was a 1 Month Notice dated January 31, 2013, with an effective date of March 31, 2013. The Proof of Service document filed by the landlord referred to the handing of a 10 Day Notice to End Tenancy for Unpaid Rent to the tenant at 5:04 p.m. on January 8, 2014. Due to the landlord's lack of information regarding the notices to end tenancy, Landlord Representative AA withdrew the application for an Order of Possession.

Although the landlord's representatives did not know how or when the landlord provided a copy of the landlord's dispute resolution hearing package to the tenant, the tenant confirmed that he did receive this package slipped under his door. Since the tenant has received this package, I accept that he has been served the hearing package.

### Issues(s) to be Decided

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 tenant?

### 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 a settlement of the landlord's application and all outstanding issues regarding this tenancy under the following final and binding terms:

1. The tenant agreed to pay the landlord a total of \$645.00 in outstanding rent.
2. The tenant agreed to pay \$322.50 of this outstanding rent with his rent cheque for April 2014 on April 1, 2014.
3. The tenant agreed to pay the remaining \$322.50 of this outstanding rent with his rent cheque for May 2014 on May 1, 2014.
4. The landlord agreed that all monetary issues arising out of the landlord's application and currently under dispute with respect to this tenancy are resolved if the tenant abides by the monetary terms of this settlement agreement as outlined above.
5. The landlord agreed to withdraw any and all notices to end tenancy issued to the tenant.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

### Conclusion

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 \$645.00. I deliver this Order to the landlord in support of the above agreement for use **only** 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: March 12, 2014

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Residential Tenancy Branch

