



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Rose Hotels  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

CNR, MNDC, ERP, RP, RR, FF

### Introduction

This hearing was held in response to the tenant's Application for Dispute Resolution in which the tenant has applied to cancel a 10 d Notice to end tenancy for unpaid rent, compensation for damage or loss under the Act in the sum of \$5,000.00; an order the landlord complete repairs and emergency repairs, that the tenant be allowed to reduce rent for repairs, services or facilities agreed upon but not provide and return of the filing fee costs.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing; neither party made a written submission.

### Preliminary Matters

The tenant indicated several matters of dispute on his application and confirmed that the main issue to deal with during this proceeding was the Notice to end tenancy. For disputes to be combined on an application they must be related. Not all the claims on this application were sufficiently related to the main issue to be dealt with together. Therefore, I dealt with the tenant's request to cancel the 10 day Notice to end tenancy issued on July 2, 2014 and I dismissed the balance of the tenant's claim with liberty to re-apply.

The tenant did not supply a copy of the Notice that is in dispute. The landlord reviewed the copy of the Notice and the tenant agreed with the details of the Notice, as outlined by the landlord.

The tenant said that he did not receive the Notice until July 5, 2014. The landlord stated he gave the tenant the Notice on July 2, 2014. The tenant said it was given to a friend, who answered his door while he was sleeping. The tenant then applied for dispute

resolution within 5 days of July 5, 2014. I determined that I would hear the matter and accepted that the tenant had received the Notice on July 5, 2014.

### Mutually Settled Agreement

The tenant confirmed that he owes \$375.00 rent on the 1<sup>st</sup> day of each month. There is no written tenancy agreement; the landlord purchased the building in March 2014; no paperwork was supplied by the previous owner.

The parties agreed that a 10 day Notice to end tenancy for unpaid July 2014 rent was given to the tenant.

The parties further agreed:

- That the tenant currently owes the landlord rent for July, August and September 2014 in the sum of \$1,125.00;
- That the landlord C.L. and the tenant will meet on September 10, 2014 at the tenant's rental unit, at 1 p.m. at which time the tenant will pay all outstanding rent in full;
- That when payment is made in full the landlord will issue a receipt and indicate on the receipt that the tenancy has been reinstated;
- That if rent is not paid in full on September 10, 2014 at 1 p.m. the landlord may issue a receipt for use and occupancy only; and
- That if rent is not paid in full at 1 p.m. on September 10, 2014 the landlord is entitled to enforce an Order of possession.

Section 63 of the Act provides:

### ***Opportunity to settle dispute***

**63** (1) *The director may assist the parties, or offer the parties an opportunity, to settle their dispute.*

(2) *If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.*

Therefore, in support of the mutually settled agreement I find and Order:

- That the tenant currently owes \$1,125.00 in rent, to September 2014, inclusive;
- That the parties will meet at the tenant's unit at 1 p.m. on September 10, 2014 at which time the tenant must pay all rent owed, in full;
- That once rent is paid in full the landlord will issue a receipt indicating that the tenancy is reinstated;
- That if the rent is not paid in full the landlord is entitled to issue a receipt for use and occupancy only and to enforce an Order of possession for the rental unit.

Base on the mutually settled agreement, pursuant to section 63(2) of the Act, the landlord has been granted an Order of possession that is effective **two days after it is served upon the tenant**. This Order may be served on the tenant if he does not pay rent owed for July, August and September, 2014 in the sum of \$1,125.00 to the landlord on September 10, 2014 at 1 p.m. The Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

This decision and mutually settled agreement is final and binding and 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: September 09, 2014

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Residential Tenancy Branch

