



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC MNDC FF  
                              CNC MNDC FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the Landlord and the Tenant.

The Landlord filed her application on November 18, 2014 seeking an Order of Possession for cause and a monetary order.

The Tenant filed her application on November 10, 2014, seeking to cancel the 1 Month Notice to end tenancy for cause and to obtain a monetary order.

The hearing was conducted via teleconference and was attended by the Landlord, her spouse, (also a Landlord), and the Tenant. Each party provided affirmed testimony. There was only one Landlord named on the Landlord's application, and she submitted the majority of their testimony. Therefore, for the remainder of this decision, terms or references to the Landlords importing the singular shall include the plural and vice versa.

The Landlords confirmed receipt of the Tenant's evidence; however, the Tenant submitted that she had not received the Landlords' evidence. The Landlord submitted oral testimony that their evidence was initially sent as an email attachment and another copy was sent by registered mail on December 3, 2014. The Landlord provided the tracking information and upon review of the Canada Post website it was confirmed that Canada Post attempted delivery on December 8, 2014, left a notice card, and on December 12, 2014 a second notice card was left for the Tenant.

As of December 16, 2014, the Canada Post tracking information confirms that the Tenant still did not pick up the registered mail. Based on the forgoing information, I find that the Tenant was provided with 3 opportunities to receive the registered mail and she did not make an attempt to retrieve it. I find this to be a deliberate effort on the part of the Tenant to avoid service and I find the Tenant was sufficiently served with Notice of this hearing, pursuant to Section 71 of the *Act*.

At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

#### Issue(s) to be Decided

Have the parties agreed to settle these matters?

#### Background and Evidence

It was undisputed that the parties attended dispute resolution on October 3<sup>rd</sup> and October 16, 2014, after which the Arbitrator issued her decision on October 20, 2014. That decision outlined the following terms of the tenancy agreement: the tenancy began on September 1, 2013, no deposits were paid by the Tenant, and the Tenant was required to pay rent of \$1,200.00 on the first of each month.

During the course of this hearing the parties agreed to settle these matters.

#### 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 on the following terms:

- 1) The Landlord agreed to withdraw their application for dispute resolution;
- 2) The Tenant agreed to withdraw their application for dispute resolution;
- 3) The parties mutually agreed to end this tenancy effective **March 31, 2015 at 1:00 p.m.**;**
- 4) The Tenant agreed to pay \$1,200.00 rent in full, on time, on or before the 1<sup>st</sup> of each month;

- 5) The Tenant agreed to have all her possessions removed from the front deck no later than December 20, 2014 at 10:00 p.m.;
- 6) The Tenant agreed that once the possessions were removed from the deck, she would ensure that no one would use the front deck or front door for the duration of this tenancy;
- 7) The Tenant agreed to have the yard cleaned up and all garbage/debris removed from the yard no later than December 28, 2014 by 5:00 p.m.;
- 8) The Tenant agreed that she would provide the Landlord with 30 days written notice, as required under section 45 of the Act, if she chose to end the tenancy prior to March 31, 2015;
- 9) The Tenant agreed that she understood that if she failed to comply with this settlement agreement then the Landlord would be at liberty to file another application and acquire possession of the unit at an earlier date; and
- 10) In support of this agreement, the Landlord would be issued an Order of Possession effective March 31, 2015.

The parties agreed to settle these matters; therefore, I declined to award recovery of their filing fees.

### Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the Act.

In support of the settlement agreement, the Landlord has been issued an Order of Possession effective **March 31, 2015, at 1:00 p.m. after service upon the Tenant**. In the event that the Tenant does not comply with this Order it may be filed with the Province of British Columbia Supreme Court and enforced as an Order 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: December 17, 2014

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Residential Tenancy Branch

