



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPL, MNR, MNSD, MNDC, FF; MT, CNR, MNDC, RR

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, or, in the alternative, landlord's use pursuant to section 55;
- a monetary order for unpaid rent, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

This hearing also dealt with the tenant's application pursuant to the Act for:

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67; and
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

The tenant appeared. The tenant elected to call one witness, his former spouse.

The landlord appeared with his interpreter and his agents. The landlord's agent attempted to call the former owners of the rental unit as a witness, but was unable to have either of the former owners connect.

The landlord's agent testified that she received the tenant's notice for dispute resolution, but did not receive the tenant's evidence; however, the landlord's agent stipulated that she did not object to my consideration of the tenant's evidence. On the basis of this evidence, I am satisfied that the landlord was served with the dispute resolution package to sections 88 and 89 of the Act.

The landlord's agent testified that she served the tenant with the dispute resolution package on 8 January 2015 by registered mail. The landlord's agent provided me with a tracking number that showed the same. The tenant confirmed receipt of the landlord's dispute resolution package. On the basis of this evidence, I am satisfied that the tenant was served with the landlord's dispute resolution package pursuant to section 89 of the Act.

The landlord's agent testified that her colleague served the tenant with both the 10 Day Notice and 2 Month Notice on 23 December 2014. The tenant confirmed that he had received both of the notices. On the basis of this evidence, I am satisfied that the tenant was served with the notices pursuant to section 88 of the Act.

In the course of the hearing the tenant proposed a settlement that the landlord accepted. The landlord and tenant agreed to a series of conditions.

Analysis

Pursuant to section 63 of the Act, an 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.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The landlord agreed to withdraw his application.
3. The landlord agreed to withdraw both the 10 Day Notice and the 2 Month Notice.
4. The landlord agreed to reconnect hydro service to the rental unit.
5. The landlord agreed to contact hydro on 23 January 2014 to commence the reconnection.

6. The tenant agreed to provide possession of the rental unit to the landlord on or before one o'clock in the afternoon on 31 January 2015.
7. The tenant agreed that he would pay for his utility use for the period of reconnection until the end of this tenancy.
8. The tenant agreed that he will not bring any further claims against the current landlord in respect of:
 - a. the condition of the rental unit during his tenancy; and
 - b. the disconnection of hydro services.

The parties agreed and stated that they understood that these particulars comprise the full, final and binding settlement of all aspects of their disputes for both parties.

Conclusion

The tenant's application is withdrawn.

The landlord's application is withdrawn. The landlord's 10 Day Notice and 2 Month Notice are cancelled.

The attached order of possession is to be used by the landlord if the tenant(s) do(es) not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant(s) with this order so that it may enforce it in the event that the tenant(s) do(es) 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.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: January 23, 2015

Residential Tenancy Branch

