



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR OPR MNR MNSD MNDC FF

Introduction

This hearing dealt with applications by the tenant and the landlord. The tenant applied to cancel a notice to end tenancy. The landlord applied for an order of possession and monetary compensation for unpaid rent. The tenant and the landlord participated in the teleconference hearing.

There were irregularities with service of both parties' applications on the other party; however, both parties were clearly aware of the issue regarding the notice to end tenancy and were prepared to proceed on that issue. The landlord made a settlement offer regarding this issue, and the tenant accepted the offer.

Settlement Agreement

During the hearing, the parties agreed to the following:

- 1) the tenant agrees to withdraw her application;
- 2) the landlord agrees to withdraw the notice to end tenancy and their application for an order of possession; and
- 3) the tenancy will end on February 28, 2014.

Landlord's Monetary Application

After settling on the issue of the end of tenancy, the landlord requested that their monetary claim be adjourned. The landlord made their application on January 2, 2014 and sent it by registered mail to the tenant on January 8, 2014. The landlord stated that according to the Canada Post website, the first attempted delivery of the package was January 14, 2015, the date of the hearing. The tenant stated that she had not received the landlord's package. I determined that in the circumstances it was appropriate to

dismiss the landlord's monetary claim with leave to reapply. If the landlord is not satisfied that the tenant has paid outstanding rent, it is open to the landlord to serve the tenant with a new notice to end tenancy for unpaid rent and apply for an order of possession and a monetary order.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy or apply for monetary compensation or other orders under the Act.

I grant the landlord an order of possession effective February 28, 2015. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As this matter was partially settled and the remainder was dismissed with leave to reapply, I decline to award recovery of their respective filing fees to either party.

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: January 14, 2015

Residential Tenancy Branch

