



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPC, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for cause, pursuant to section 55; and
- authorization to recover the filing fee for this application from the tenants, pursuant to section 72.

One of the tenants, "tenant KAM," did not attend the hearing, although it lasted approximately 34 minutes. The tenant, NM ("tenant") and the landlord attended the hearing and were each given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that the tenant was served personally by the landlord's son, SP, with a 1 Month Notice to End Tenancy for Cause, dated November 6, 2014 ("1 Month Notice"), on the same date. The landlord provided two proofs of service, both signed by the tenant, acknowledging receipt of the 1 Month Notice on behalf of both tenants. The tenant confirmed receipt of the 1 Month Notice on behalf of both tenants. In accordance with section 88 of the *Act*, I find that both tenants were duly served with the 1 Month Notice.

The landlord testified that she personally served the tenant with the landlord's application for dispute resolution hearing package ("Application") on January 5, 2015. The tenant confirmed receipt of the landlord's Application on January 5, 2015. In accordance with section 89 of the *Act*, I find that the tenant was duly served with the landlord's Application, as declared by the parties.

The landlord testified that she served tenant KAM with the landlord's Application on January 7, 2015. She provided a Canada Post receipt and tracking number as proof of service, with her Application. In accordance with sections 89 and 90 of the *Act*, I find

that tenant KAM was deemed served with the landlord's Application on January 7, 2015, the fifth day after its registered mailing.

### Issues to be Decided

Is the landlord entitled to an Order of Possession for cause?

Is the landlord entitled to recover the filing fee for this application from the tenants?

### Background and Evidence

The landlord testified that this tenancy began on June 1, 2014 for a fixed term of one year, after which it transitions to a month to month tenancy. Monthly rent in the amount of \$750.00 is payable on the first day of each month. A security deposit of \$375.00 and a pet damage deposit of \$375.00 was paid by the tenants and the landlord continues to retain these deposits. A written tenancy agreement was provided with the landlord's Application. The landlord confirmed that her son, SP, was also assisting her as an agent, with this tenancy.

The landlord testified that she was informed by the police that tenant KAM vacated the rental unit on December 30, 2014. The landlord did not state when she was advised of this fact. The landlord requested an order of possession against tenant KAM, as she was not certain that tenant KAM had vacated the rental unit. The tenant testified that her daughter, tenant KAM, vacated the rental unit and no longer lives there.

The landlord testified that she issued the 1 Month Notice because the tenants were repeatedly late paying rent, during this tenancy. The tenant confirmed that it was tenant KAM who was late paying rent, not the tenant. Both the landlord and tenant confirmed that the tenant's portion of the monthly rent payments was paid directly from social assistance.

### 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 landlord and tenant discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The landlord and tenant agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The landlord and tenant agreed that this tenancy will end by 1:00 p.m. on February 28, 2015, by which time the tenant and all other occupants will have vacated the rental unit;
  - a. The tenant confirmed that tenant KAM had already vacated the rental unit;
  - b. The tenant agreed on tenant KAM's behalf that if tenant KAM returned to the rental unit, that tenant KAM would vacate the rental unit by 1:00 p.m. on February 28, 2015;
2. The landlord agreed to bear the cost of her own \$50.00 filing fee.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Verbal affirmation was received from the landlord and tenant that they agreed to the above settlement terms.

### Conclusion

As advised to both parties during the hearing, to give effect to the settlement reached between the parties, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and all other occupants fail to vacate the rental premises by 1:00 p.m. on February 28, 2015. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant and all other occupants do not vacate the premises by 1:00 p.m. on February 28, 2015. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord must bear the cost of her own filing fee of \$50.00 for this Application.

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 27, 2015

---

Residential Tenancy Branch

