



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR OPR MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order of Possession pursuant to Sections 46, and 55;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

Preliminary Issue of Service:

Both parties attended but the tenant disagreed with all the evidence of the landlord concerning service and other issues. She said the Notice to end Tenancy dated January 15, 2015 was not taped on the door and they never received the Application for Dispute Resolution by registered mail. Although the landlord provided copies of registered mail receipts, the tenant said only bills for utilities were enclosed in the envelopes. I note that proof of service for the Notice to End Tenancy was signed by a relative of the landlord and it is difficult to verify what went into the registered mail envelopes. The tenant was quite convincing that she would have responded to any Notice to End Tenancy as she has disputes with the landlord. When I pointed out the difficulties with service, and the need for another hearing with possible third party proof of service, the parties agreed to settle the matter using the facts they could agree on.

Background and Evidence:

Both parties attended and based on the service issue, were given limited opportunity to be heard, to present evidence and to make submissions. The landlord claimed rent and utilities unpaid, the tenant claimed they owed only 50% of utilities which was \$769.31.

The parties agreed to settle on the following terms and conditions:

Settlement Agreement:

The tenant will vacate March 1, 2015 and the landlord will receive an Order of Possession effective March 1, 2015.

The parties agree that the tenant owes \$769.31 which is 50% of the utilities. The parties agree that the security deposit of \$800 will be applied to this amount and the tenant will receive a monetary order for the balance of \$30.69.

This agreement settles all matters between the parties in respect to this tenancy to this date.

On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Order of Possession

Pursuant to the above noted agreement, I find that the landlord is entitled to an Order of Possession effective March 1, 2015.

Monetary Order

Based on the above noted agreement, I find the landlord entitled to retain the security deposit less \$30.69 to be refunded to the tenant. The tenant will receive a monetary order for \$30.69.

Conclusion:

I find the landlord is entitled to an Order of Possession effective March 1, 2015.

I find the landlord is entitled to retain the amount of \$769.31 from the security deposit and to refund \$30.69 as the balance of this deposit to the tenant. No filing fee is awarded due to insufficient proof of service and the settlement agreement.

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: February 18, 2015

Residential Tenancy Branch

