



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, MNSD, FF, DRI, CNR

There are applications filed by both parties. The landlord seeks an order of possession and a monetary order for unpaid rent, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee. The tenant seeks to dispute an additional rent increase, an order cancelling a notice to end tenancy issued for unpaid rent, a monetary order for money owed or compensation for damage or loss and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The tenant confirmed receipt of the landlord's notice of hearing package. The landlord states that he did not receive the tenant's notice of hearing package.

The tenant states that the landlord was served with the notice of hearing package by Canada Post Registered Mail on February 5, 2015. The landlord states that he has not received any such package. The tenant states that an online search shows that attempted service by Canada Post was made and a notice was left to pick up the package. The tenant states that the search shows that a final attempted delivery was made and another notice was left for pick-up of the package or the package would be returned to the sender.

I find that as the tenant has provided the Canada Post Customer Receipt Tracking number as confirmation, I am satisfied that the landlord was properly served and that the landlord is deemed to have been properly served with the tenant's application for dispute resolution and the tenant's documentary evidence.

The tenant states that she did not receive the landlord's documentary evidence package. The landlord states that his wife must have given the tenant a copy. The tenant states that no such evidence was received. The landlord states that he is unable to provide any details of the delivery of the landlord's documentary evidence.

I find that as the landlord's documentary evidence is in dispute over having been served and the landlord is unable to provide any details of its service, I find that the tenant has not been properly served with the landlord's documentary evidence. As such, the package submitted by the landlord is inadmissible and shall not be considered for the hearing.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to enter into a new tenancy agreement beginning February 1, 2015 to be drafted by the landlord to include the following:

Both parties agreed that the monthly rent shall be \$1,530.00 retroactive to February 1, 2015 payable on the 1<sup>st</sup> of each month.

Both parties agreed that the tenant shall pay 2/3 of the monthly utilities (gas and electricity) based upon the Equal Payment Plan Invoices which the landlord shall provide a copy of which to the tenant. If there are any excesses at the end of the year, the landlord shall provide a copy of this invoice and the tenant shall pay 2/3 of this invoice.

The above particulars comprise full and final settlement of all aspects of the dispute arising from these applications for both parties.

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 20, 2015

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Residential Tenancy Branch

