



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MNR, MNDC, 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;
- a monetary order for unpaid rent and damage to the rental unit pursuant to section 67; and
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

The landlord appeared. The landlord was assisted by his daughter, who provided translation aid. The landlord was also accompanied by his agent. The tenant KH appeared. The tenant KH confirmed that she had authority to act on behalf of her co-tenants. The tenant KH was represented by her advocate.

The agent testified that the landlord served the tenants with the dispute resolution package on 13 March 2015 by registered mail. The landlord provided me with Canada Post tracking numbers for each of the three mailings. On the basis of this evidence, I am satisfied that the tenants were deemed served with the dispute resolution package pursuant to sections 89 and 90 of the Act.

The agent testified that her coworker served the tenants with the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) on 13 February 2015 by delivering it personally to the tenants. The agent and coworker are employees of a commercial eviction service in Vancouver. The tenant KH denied that she had received the 1 Month Notice. The 1 Month Notice was completed by the commercial eviction service. I have no reason to disbelieve the testimony of the agent and prefer her evidence on this issue to the tenant KH's. I find, on a balance of probabilities, that the tenants were served with the 1 Month Notice pursuant to section 88 of the Act.

This tenancy was the subject of multiple prior applications. The last application was heard 1 April 2015. In that hearing the tenants KH and PR applied for more time to apply to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice), to cancel the 10 Day Notice and to reduce their rent. The arbitrator in that hearing (the previous arbitrator) found that the tenants intended to cancel a 1 Month Notice that was served 13 March 2015, and dismissed the tenants' application to cancel that notice. It does not appear that the landlord requested an order of possession at that hearing and, in any event, no order of possession was made.

Prior to the settlement of this matter, the tenant KH disconnected from the line. The advocate testified that he had been warned that the tenant KH's phone was low on battery. The tenant's advocate indicated that he was prepared and able to continue in the tenant KH's absence.

In the course of the hearing the parties were able to agree to an end to this tenancy. The parties were not able to agree to the amount owing in respect of utilities.

### 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 landlord agreed to withdraw his application.
2. The landlord agreed to withdraw the 1 Month Notice.
3. The tenants agreed to provide possession of the rental unit to the landlord on or before 31 May 2015.
4. The tenants agreed to provide a forwarding address to the landlord.
5. The landlord agreed that the commercial eviction service could accept service on his behalf.
6. The parties agreed that the issue of utilities remained unresolved.

The advocate and landlord agreed that these particulars comprise the full and final settlement on the above-noted issues.

Conclusion

The landlord's application is withdrawn. The landlord's 1 Month Notice is 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: April 15, 2015

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Residential Tenancy Branch

