



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNR

### Introduction

A hearing on May 04, 2016 was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Unpaid Rent. The hearing on May 04, 2017 was adjourned for reasons outlined in my interim decision of May 04, 2017.

At the hearing on May 04, 2016 the Representative for the Tenant stated that she believes the Application for Dispute Resolution, the Notice of Hearing, and the first page of the Notice to End Tenancy that was submitted to the Residential Tenancy Branch with on March 27, 2017 were sent to the Landlord, via registered mail, although she does not know the date of service. The Agent for the Landlord acknowledged receiving these documents and they were accepted as evidence for these proceedings.

On April 18, 2017 the Landlord submitted 23 pages of evidence to the Residential Tenancy Branch. At the hearing on May 04, 2016 the Agent for the Landlord stated that this evidence was served to the Tenant, via registered mail, on April 20, 2017 and that it was returned to the Landlord by Canada Post.

Prior to the hearing being adjourned on May 04, 2017 the Agent for the Landlord asked if she should re-serve the 23 page evidence package to the Tenant, given that it had been returned by Canada Post. The Agent for the Landlord was directed to re-serve this evidence package, via registered mail, by the end of the day on May 04, 2017. The Agent for the Landlord that this evidence was re-served to the Tenant on May 04, 2017, by registered mail. The Tenant acknowledged receipt of this evidence and it was accepted as evidence for these proceedings.

The hearing was reconvened on May 11, 2017 and was concluded on that date.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions and they were advised of their legal obligation to speak the truth during these proceedings.

#### Preliminary Matter

The Landlord and the Tenant both dialed into the teleconference using the access code on the Notice of Hearing. At the outset of the hearing the parties were provided with an alternate access code and the parties both used that access code to join the teleconference.

#### Issue(s) to be Decided

Should the Notice to End Tenancy for Unpaid Rent be set aside?

#### Background and Evidence

After some discussion the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the tenancy will end, by mutual consent, on May 15, 2017;
- the Landlord will receive an Order of Possession for May 15, 2017; and
- the Landlord retains the right to pursue compensation for any unpaid rent the Landlord believes is due.

Both parties declared that they understood this settlement agreement was final and binding, and that they voluntarily entered into the agreement.

#### Analysis

This Application for Dispute Resolution was settled in accordance with the terms of the aforementioned settlement agreement.

#### Conclusion

On the basis of the settlement agreement I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on May 15, 2017. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 11, 2017

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Residential Tenancy Branch