



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR

### Introduction

This hearing dealt with the landlord's application pursuant to section 55 of the *Residential Tenancy Act* (the *Act*) for an Order of Possession for unpaid rent.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlord had a translator, S.T., (the translator) and legal counsel R.M. (legal counsel) who indicated that they would be speaking on behalf of the landlord.

The translator testified that she witnessed the Landlord's Application for Dispute Resolution (the Application) and evidentiary package being personally served to the tenant on August 23, 2017. The tenant disputed that it was personally served and testified that the Application was attached to the door of the rental unit and that he received it on August 23, 2017. As the tenant attended the hearing, I find that the tenant was duly served with the Application and evidentiary package on August 23, 2017, in accordance with sections 88 and 89 of the *Act*

The landlord entered into evidence a signed and witnessed Proof of Service Document attesting to the fact that a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) was posted to the tenant's door at 9:30 a.m. on August 06, 2017. The tenant confirmed receipt of the 10 Day Notice. In accordance with section 88 of the *Act* I find the tenant was duly served with the 10 Day Notice, identifying \$3,125.00 in rent owing for this tenancy.

At the outset of the hearing the landlord testified that the tenant is still in the rental unit and has not made any payments towards the tenancy since the 10 Day Notice was issued.

The tenant confirmed that they did not submit any evidence

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Background and Evidence

The landlord gave sworn testimony, through the translator, that this tenancy began approximately 10 years ago, with a monthly rent of \$575.00 due on the first day of the month. The landlord testified that he continues to retain a \$225.00 security deposit in trust.

The tenant confirmed when the testimony began but disputed the amount of the security deposit. The tenant testified that the monthly rent was initially \$600.00 and that the security deposit paid to the landlord was \$300.00. The tenant testified that the monthly rent was reduced to \$575.00 when the garage was removed as a part of the tenancy.

The landlord confirmed the tenant's testimony to be true.

A copy of the signed 10 Day Notice, dated June 31, 2017, with an effective date of August 31, 2017, was included in the landlord's evidence.

A copy of the landlord's tenant ledger showing the monthly rent owing and paid during this tenancy was also included in the landlord's evidence.

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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the landlord's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on September 30, 2017, by which time the tenant agreed to have vacated the rental unit.

2. Both parties agreed that these particulars comprise the full settlement of all aspects of the tenant's current application arising out of the 10 Day Notice issued on August 06, 2017.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I grant an Order of Possession to the landlord effective **on September 30, 2017, after service of this Order** on the tenant. Should the tenant or any occupant on the premises 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 18, 2017

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Residential Tenancy Branch