



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL MNDCL-S MNDL-S MNRL-S OPC OPR
MT, CNR, MNDC, O

Introduction

This hearing was convened by way of conference call concerning applications made by the landlord and by one of the tenants.

The landlord has applied as against both named tenants for an Order of Possession for cause; an Order of Possession for unpaid rent or utilities; a monetary order for unpaid rent or utilities; a monetary order for damage to the unit, site or property; a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the tenants for the cost of the application.

The tenant has applied for more time than prescribed to dispute a notice to end the tenancy; for an order cancelling a notice to end the tenancy for unpaid rent or utilities; and a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

The tenant who made the application (MAW) and an agent for the landlord attended the hearing and each gave affirmed testimony, however the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the other tenant (PM) joined the call. The landlord's agent testified that each of the tenants was individually served with the Landlord's Application for Dispute Resolution and notice of this hearing by registered mail on October 6, 2017. The registered mail was not picked up by the tenant (PM) so the landlord's agent attempted to serve her in person, but the tenant refused the duplicate package. The landlord has provided copies of a Canada Post cash register receipt bearing that date as well as 2 Registered Domestic Customer Receipts addressed to each of the tenants at the rental unit address.

The *Residential Tenancy Act* specifies how such documents must be served, and one method is by registered mail. It also specifies that documents served in that manner are deemed to have been served 5 days after mailing. I accept that each of the tenants was served by registered mail on October 6, 2017 and are deemed to have been served on October 11, 2017, and I find that both tenants have been served in accordance with the *Residential Tenancy Act*.

The parties agreed that the tenant who has not joined the conference call hearing (PM) has vacated the rental unit, and the hearing commenced in her absence.

During the course of the hearing the parties agreed to settle this dispute in the following terms:

1. the landlord will have an Order of Possession effective December 11, 2017 at 1:00 p.m. and the tenancy will end at that time;
2. the landlord will have a monetary order in the amount of \$2,500.00 in full satisfaction of rent and late fees owed.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Since the tenancy has not yet ended I dismiss the landlord's application for a monetary order for damage to the unit, site or property, with leave to reapply.

Since the parties have settled this dispute, I decline to order that filing fees be recovered.

Since the tenant (PM) has not consented to the orders, the monetary order is against the tenant who attended the hearing and consented to the orders (MAW). However, neither party led any evidence with respect to when the tenant (PM) vacated the rental unit or any obligation by that tenant to pay any portion of the rent for the period during which arrears of rent accumulated. Therefore I dismiss the landlord's application as against that tenant (PM).

Conclusion

For the reasons set out above, and by consent, I hereby grant an Order of Possession in favour of the landlord effective at 1:00 p.m. December 11, 2017 and the tenancy will end at that time.

I further grant a monetary order in favour of the landlord as against the tenant (MAW), pursuant to Section 67 of the *Residential Tenancy Act*, and by consent, in the amount of \$2,500.00 in full satisfaction of rent owed and late fees.

The landlord's application with respect to tenant (PM) is hereby dismissed.

The landlord's application for a monetary order for damage to the unit, site or property is hereby dismissed with leave to reapply.

These orders are final and binding and may be enforced.

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: November 29, 2017

Residential Tenancy Branch