



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant: CNR OLC FFT

Landlord: OPU MNDCL-S MNRL-S FFL

Introduction

This hearing dealt with applications from both the tenant and the landlord pursuant to the *Residential Tenancy Act* (the *Act*).

The tenant applied for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) pursuant to section 46 of the *Act*;
- an Order for the landlord to comply with the *Act*, regulation, and/or the tenancy agreement pursuant to section 62 of the *Act*; and
- recovery of the filing fee for this application from the landlord pursuant to section 72 of the *Act*.

The landlord applied for:

- an Order of Possession for Unpaid Utilities pursuant to section 46 of the *Act*;
- a Monetary Order for compensation for rent and unpaid utilities, and authorization to retain the tenant's security deposit in partial satisfaction of this claim pursuant to section 67 of the *Act*; and
- recovery of the filing fee for this application from the tenant pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The landlord confirmed receipt of the tenant's original application for dispute resolution served by Canada Post registered mail, however, the tenant's evidence package and amendment to his application seeking a monetary claim was undeliverable to the address for the landlord's agent provided on the landlord's notice to end tenancy as the agent moved.

The tenant confirmed receipt of the landlord's application for dispute resolution served personally to the tenant's wife.

Based on the undisputed testimonies of the parties, I find that both parties were sufficiently served with the notice of this hearing in accordance with section 71(2)(c) of the *Act*.

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 the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and all claims arising from this tenancy:

1. This tenancy will end at 1:00 p.m. on October 3, 2018, by which time the tenant and any other occupants will have vacated the rental unit, returning vacant possession of the rental unit to the landlord and returning the keys to the rental unit to the landlord's agent "Peter".
2. The tenant does not owe any compensation to the landlord for rent for the month of August 2018.
3. The tenant does not owe any compensation to the landlord for utilities used during the entire term of the tenancy agreement.
4. The tenant is not required to pay rent for the days of October 1, 2, and 3, 2018.
5. The landlord will retain the tenant's \$975.00 security deposit, and the tenant agrees to leave the rental unit undamaged upon moving out.
6. The landlord does not owe the tenant any compensation for labour or supplies contributed by the tenant during the course of the tenancy agreement.
7. Both parties agreed that: the tenant's application for dispute resolution in its entirety is cancelled; and the landlord's application for dispute resolution in its entirety is cancelled.
8. Both parties agreed that: the terms of this settlement as outlined above constitute a final and binding resolution of all issues currently under dispute at this time; no further claims will be made by the tenant or the landlord whatsoever arising from this tenancy; and they agreed free of any duress or coercion.

9. Both parties agreed that there will be no further contact between them after the tenancy ends on October 3, 2018.

Conclusion

To give effect to the settlement reached between the parties, I issue to the landlord the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant fails to vacate the rental unit **by 1:00 p.m. on October 3, 2018**. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 10 Day Notices to End Tenancy dated July 21, 2018 and August 16, 2018 are cancelled and of no force or effect.

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, 2018

Residential Tenancy Branch