



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC, CNR, MNDCT, OLC, ERP, PSF, LRE, AAT, RR, OPR, OPC, MNDL-S, F

Introduction

This hearing dealt with applications from both parties pursuant to the *Residential Tenancy Act* (the *Act*). The landlords applied for:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The tenant applied for:

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66;
- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- a monetary order for compensation for losses or other money owed under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;

- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to provide services or facilities required by law pursuant to section 65; and
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70.

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.

As the tenant confirmed that they received the 10 Day Notice posted by the landlord on the tenant's door on September 14, 2018, I find that the tenant was duly served with this Notice in accordance with section 88 of the *Act*. As the landlord confirmed that they received a copy of the tenant's dispute resolution hearing package posted on their door on or about September 28, 2018, I find that the landlords were duly served with this package in accordance with section 89 of the *Act*.

Issues(s) to be Decided

Should the landlords' 10 Day Notice be cancelled? If not, are the landlords entitled to an Order of Possession? Should any other orders be issued with respect to this tenancy?

Background and Evidence

At the commencement of this hearing, the tenant testified that they believed that they had located alternative accommodations and would be able to move out of this basement rental unit over the coming weekend. The tenant stated that if these arrangements did not happen, they would move to their aunt and uncle's place.

The landlord testified that the tenant has not paid any rent for September, October or November 2018. The landlord's 10 Day Notice identified \$900.00 in monthly rent owing as of September 4, 2018.

Although the tenant confirmed that they had not paid any rent for the past three months, the tenant testified that they had tried to pay their September 2018 rent on three occasions on September 1, 4 and 8, 2018. The landlord testified that this was not the

case and that the tenant has not paid any rent or attempted to pay rent for the past three months.

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 engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of the most immediate aspects of this dispute:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on November 16, 2017, by which time the tenant will have surrendered vacant possession of the rental unit to the landlord.
2. The tenant agreed to provide the landlord with their forwarding address at the time that this tenancy ends.
3. Both parties agreed to communicate with one another for the purpose of arranging a time to conduct a joint move-out condition inspection at least 24 hours before this tenancy ends.
4. The landlord agreed to not communicate with any of the tenant's guests or visitors during the remainder of this tenancy.
5. Both parties agreed that this resolution only applies to the items identified above and that both parties retain the right to apply for other issues arising during the course of this tenancy.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of the applications the landlord's notices to end tenancy and that they did so of their own free will and without any element of force or coercion.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement by 1:00 p.m. on November 16, 2018. The landlord is provided with these Orders in the above terms and the tenant must be served with an Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. 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.

I order the tenant to communicate with the landlord(s) as soon as possible following the tenant's finalization of plans to vacate the rental unit, for the purpose of arranging a joint move-out condition inspection.

I order the tenant to provide the landlord with their forwarding address before this tenancy ends.

I order the landlord to refrain from communicating with any of the tenant's guests or visitors during the remainder of this tenancy.

To give effect to the settlement reached between the parties, the parties remain at liberty to reapply for any of the issues that are separate from the landlord's issuance of the notices to end tenancy, which have been severed from the principal question as to whether this tenancy should continue.

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 09, 2018

Residential Tenancy Branch