



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

MNDC, PSF, LRE, OPT, LAT, OLC

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order and for an order directing the landlord to comply with the *Act*, and to provide services. The tenant also applied for an order restricting the landlord's access to the rental unit.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves. The tenant's advocate also attended to assist the tenant.

As both parties were in attendance I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

At the start of the hearing, the tenant informed me that he had entered into a tenancy agreement with the landlord's son SK for a tenancy starting July 01, 2018. SK occupied the upper level of the home and this tenant rented the lower level from SK. The tenant paid a security deposit (\$387.50) and rent (\$725.00) to SK. The tenant stated that later he found out that SK was the owner's son and did not have permission to rent the basement of the owner's home. The owner proceeded to take her son to arbitration and was awarded an order of possession.

Pursuant to the order of possession, SK moved out at the end of September 2018 and instructed this tenant to contact his mother and pay his rent to her. Since there is no formal agreement between the owner and the tenant, the tenant is required to file an application for dispute resolution against SK. After some discussion, the parties agreed to settle the dispute amongst themselves.

### **Issues to be decided**

Is the tenant entitled to the remedies he has applied for?

### **Background and Evidence**

The tenancy started on July 01, 2018. The monthly rent is \$725.00.

During the hearing, the reasons for the tenant's application for dispute resolution and possible solutions were discussed at length. During this discussion the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 under the following terms.

- The tenant agreed to move out on January 31, 2019 and the landlord agreed to allow the tenant to reside in the rental unit until this date. An order of possession will be granted to landlord effective this date.
- The tenant agreed to pay rent in the amount of \$725.00 for use and occupancy of the rental unit on December 01, 2018 and on January 01, 2019.
- The landlord agreed to cover 60% of the cost of hydro effective October 15, 2018
- The tenant agreed to file an application for the return of the security deposit against SK and not against the owner of the rental unit.
- Both parties stated that they understood that the above agreement is binding and both parties acknowledged that they understood and agreed with the above terms of their agreement.

Pursuant to the agreement, I grant the landlord an order of possession effective by 1:00pm on January 31, 2019. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

**Conclusion**

I grant the landlord an order of possession effective by 1:00pm on January 31, 2019

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, 2018

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Residential Tenancy Branch