



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding P&E ENTERPRISES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR LRE OT PSF RR OPR DR

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the *Act*), I was designated to hear this matter. This hearing dealt applications from both parties:

The corporate landlord applied for:

- an Order of Possession pursuant to section 55 of the *Act* for unpaid rent;
- a Monetary Order pursuant to section 67 of the *Act* for unpaid rent and utilities; and
- a return of the filing fee pursuant to section 72 of the *Act*.

The tenant applied for:

- a cancellation of the landlord's notice to end tenancy pursuant to section 55;
- an order suspending or setting conditions on the landlord's right to enter the unit;
- a reduction in rent for repairs, services or facilities agreed upon but not provided; and
- an order for the landlord to provide services or facilities required by the tenancy agreement or law.

Both parties attended the hearing, with the tenant being assisted his advocate, D.D. All parties were given a full opportunity to be heard, to present their testimony, and to make submissions.

The tenant confirmed receipt of the 10 Day Notice to End Tenancy along with the landlord's application for dispute and evidentiary package. While the tenant's advocate sought for the 10 Day Notice to be dismissed on the grounds of it being placed under the tenant's door, a form of service not recognized by the *Act*, I find the notice was disputed by the tenant and therefore pursuant to section 71(2)(c) of the *Act* that the 10 Day Notice was sufficiently served.

The tenant confirmed that he did not serve the landlord with his application for dispute or any evidentiary package. I therefore decline to consider the tenant's application for dispute.

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:

1. Both parties entered into a mutual agreement that this tenancy will end on December 31, 2018 at 1:00 P.M., by which date the tenant and any other occupants will have vacated the rental unit.
2. The tenant agreed to surrender his \$250.00 security deposit in its entirety in partial satisfaction for unpaid rent.
3. The tenant agreed to pay a monetary award of \$840.00 representing the unpaid rent of \$495.00 per month for November and December 2018, less the \$250.00 held by the landlord as a security deposit and a return of the landlord's \$100.00 filing fee.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's applications before me today.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take

effect by 1:00 P.M. on December 31, 2018. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. 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 issue a Monetary Order in the landlord's favour in the amount of \$840.00 against the tenant as follows:

ITEM	AMOUNT
Unpaid Rent for November 2018	\$495.00
Unpaid Rent for December 2018	495.00
Return of the Filing Fee	100.00
Less amount held as a Security Deposit	(-250.00)
TOTAL =	\$840.00

The landlord is provided with a Monetary Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The tenant's application was not sufficiently served and therefore was not considered at the hearing.

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: December 21, 2018

Residential Tenancy Branch