



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPRM-DR, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") seeking remedy under the *Residential Tenancy Act* ("Act"). The Landlord applied for an order of possession, pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent dated December 3, 2018 (the "10 Day Notice"), to recover the money for unpaid rent, and to recover the cost of the filing fee.

The Tenant and the Landlord's Agent, OC, (the "Agent") attended the teleconference hearing. I introduced myself to the participants gave both Parties an opportunity to ask questions. The Parties provided affirmed testimony.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing. The Parties confirmed their understanding that this decision would be emailed to both Parties.

The Parties disputed whether the Tenant had been properly served with the 10 Day Notice, and the Landlord's Application and documentary evidence. The Agent advised that they served the Tenant with both the 10 Day Notice and the Application documents via registered mail. The Tenant said that the rental unit is a basement suite which has a separate address from the rest of the building. He said if mail is not addressed to the basement, then it would not be delivered to the rental unit.

The Agent submitted evidence of the tracking number and the address to which the packages were sent. When I searched the tracking numbers on the Canada Post website, it indicated that the packages had been sent to the Tenant at the rental unit address. The Canada Post tracking result indicated that the packages had not been picked up, despite two notices having been left at the rental unit address.

Based on all the evidence before me, I find it is more likely than not that the Landlord served the Tenant properly and that the Tenant avoided service by not picking up the registered mail.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Parties agree that the Tenant will email the Agent a copy of his receipts of rent payment for the months in question: November 2018, December 2018, and January 2019;
2. The Parties agree that the Agent will reply to the Tenant's email with a copy of the property management agreement that gives the Agent the authority to collect rent on behalf of the Landlord;
3. The Parties agree that the Agent will also email the Tenant with proposed methods of payment from which the Tenant can choose to pay rent going forward, since the current method has been problematic and led to notices to end tenancy;
4. The Parties agree that the Tenant will be reasonable in adopting one of the payment methods proposed by the Agent;
5. The Parties agree that the Agent will withdraw the 10 Day Notices that were served on the Tenant to date, including one dated December 3, 2018 that is before me;
6. The Parties agree that the tenancy shall continue until ended in accordance with the Act.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the Parties understood the binding nature of this full and final settlement of these matters.

I do not grant the filing fee, as this matter was resolved by way of a mutually settled agreement during the hearing.

Conclusion

This matter was resolved by way of a mutually settled agreement.

I order the Parties to comply with their settlement agreement described above.

The tenancy shall continue until ended in accordance with the *Act*.

The filing fee is not granted as indicated above.

This decision is final and binding on the Parties, unless otherwise provided under the *Act*, and 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: January 22, 2019

Residential Tenancy Branch