



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR / CNR DRI MNR MNDC OLC ERP PSF RR

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

Landlord:

- an order of possession for unpaid rent and utilities pursuant to section 55;
- a monetary order for unpaid rent and utilities pursuant to section 67;

Tenant:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order regarding a disputed additional rent increase pursuant to section 43;
- a monetary order for unpaid rent pursuant to section 67;
- a monetary order for money owed or compensation for damage or loss 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;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;

Preliminary Issues – Service of respective applications

Service issues were raised with respect to both of these applications. Both parties denied being served with the other party's application.

The landlord failed to provide an address for service of the landlord on both the tenancy agreement and on the 10 Day Notice. The tenant did not attempt to obtain any address for service from the landlord and served his application to the rental unit address where the landlord does not reside. The tenant also served his application by Xpress-post not by registered mail and did not request the signature option upon delivery.

The landlord testified that he served his application on the tenant by posting it to the gate outside the rental unit. The landlord said he had a witness and took pictures but failed to provide any witness statement or picture evidence in support.

I advised both parties that due to the service issues I may unfortunately have to dismiss both applications with leave to reapply.

Since the parties were both in attendance, before formally dismissing the applications, I offered the parties an opportunity to settle this dispute.

Both parties expressed an interest and were successful in resolving the dispute relating to the 10 Day Notice by mutual agreement.

Terms of Settlement

Pursuant to section 63 of the Act, an 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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant was agreeable to vacate the property on condition that the landlord repairs the garage door of the rental unit so the tenant can remove his belongings. The landlord agreed that he would send a contractor to repair the garage door and both parties agreed that this would occur on June 5, 2019. The

parties agreed that the landlord is not required to serve the tenant with a Notice to Enter for this purpose.

2. If the above term is met and the landlord completes the garage repairs within a reasonable time, the tenant and landlord agree **that this tenancy will end no later than 1:00 p.m. on June 30, 2019**, and, the landlord will be granted an **Order of Possession** effective this date.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of the dispute relating to the 10 Day Notice.

The remainder of both the landlord's and tenant's applications are dismissed with leave to reapply.

This Decision and Settlement Agreement is final and binding on both parties.

Conclusion

Subject to the conditions described above, I grant an Order of Possession to the landlord effective **1:00 p.m. on June 30, 2019**. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: May 31, 2019

Residential Tenancy Branch