



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding APARTMENTS RUS PROPERTY MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNC CNR FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice), pursuant to section 46 of the *Act*;
- cancellation of a One Month Notice to End Tenancy for Cause (One Month Notice), pursuant to section 47 of the *Act*; and
- recovery of the filing fee from the landlord pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Agent L.H. attended on behalf of the corporate property management landlord and is herein referred to as "the landlord". The tenant attended with an assistant.

As both parties were present, service of documents was confirmed. The tenant testified that she served the landlord with her Notice of Dispute Resolution Proceeding package, Amendment application and evidence by Canada Post registered mail, which was confirmed received by the landlord. The landlord testified the tenant was served with the landlord's evidence by Canada Post registered mail, which was confirmed received by the tenant.

As such, I find that the documents for this hearing were served in accordance with sections 88 and 89 of the *Act*.

Preliminary Issue – Amendment to Tenant's Application

At the outset of the hearing, the parties confirmed the correct legal name of the corporate property management landlord. Pursuant to my authority under section 64(3)(c) of the *Act*, I

amended the tenant's Application to correctly name the corporate landlord as the respondent in this matter.

Issue(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession on the basis of the notice?

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession on the basis of the notice?

Is the tenant entitled to recover the cost of the filing fee from the landlord?

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 voluntarily agreed to the following final and binding settlement of the issues currently under dispute at this time:

1. This tenancy will end at 5:00 p.m. on November 30, 2019, by which time the tenant and any other occupants will return possession of the rental unit to the landlord.
2. The landlord will make payment to the tenant of \$700.00 in full satisfaction of the return of the security deposit and recovery of the cost of the filing fee for this Application for Dispute Resolution. This payment will be made by e-transfer to the tenant's email provided on the cover sheet of this settlement agreement by no later than 5:00 p.m. on November 30, 2019.
3. The landlord waives the requirement for the tenant to clean the kitchen cabinets and cupboards, and all window coverings in the rental unit, at move out.
4. Both parties acknowledge that they are still bound by all of the rights, responsibilities, terms, and conditions of the tenancy agreement, the *Act*, and the associated regulations until the end of the tenancy.
5. The landlord will provide a letter of reference to the tenant, which confirms the length of the tenancy, that rent has been paid on time during the tenancy, and that no issues have arisen from the tenancy. This letter will be provided as an attachment to an email sent to the tenant by no later than 5:00 p.m. on November 5, 2019.
6. The terms of this settlement as outlined above constitute a final and binding resolution of the tenant's Application for Dispute Resolution, the landlord's One Month Notice dated September 20, 2019, and the landlord's 10 Day Notice dated October 2, 2019. As such, the tenant's Application is dismissed in its entirety, and the landlord's notices to end tenancy are cancelled and of no force or effect.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following orders:

- 1) Monetary Order in the tenant's favour for \$700.00 dated November 30, 2019 to be served on the landlord ONLY if the landlord fails to abide by the terms set out in this settlement agreement. Should the landlord 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. If the landlord only makes a partial payment and not the total amount, this partial payment must be accounted for if the tenants are enforcing the Monetary Order.
- 2) An Order of Possession for the landlord effective November 30, 2019 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia

The tenant's Application for Dispute Resolution is dismissed in its entirety, and the landlord's notices to end tenancy are cancelled and of no force or effect.

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 05, 2019

Residential Tenancy Branch