



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pacific Quorum Properties  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

FFL, MNRL, OPR

### Introduction

This hearing was scheduled in response to the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for rent and/or utilities for the landlord pursuant to section 67 of the *Act*.
- an Order of Possession for unpaid rent pursuant to section 46 and 55 of the *Act*.
- authorization to recover the filing fee for this application from the tenant pursuant to section 72 of the *Act*.

The landlord's Property Manager NH, (agent), the Resident Manager RBH and the tenant AH together with his advocate DD attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord's agent NH testified the tenant was served the Notice of Dispute Resolution Proceeding together with the evidentiary materials by registered mail on November 29, 2019. NH provided a tracking number. There was some dispute between the parties of the date of receipt of the Notice of Dispute Resolution documents. I find that all parties have been served in accordance with section 89 of the *Act*.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent/or utilities pursuant to section 67 of the *Act*?

Is the landlord entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, the relevant and important aspects of the tenant's and landlord's claims and my findings are set out below:

The landlord's agent NH testified they took over the management of the rental unit on July 2019, from a previous management company.

NH testified that the tenancy began in February 2011. There are no records indicating the exact dates of the tenancy as the previous management company refused to forward the records of the tenants living in the building. Monthly rent is \$1090.00 and is payable the first of each month.

NH testified that the tenant was served with a 10 Day Notice to End Tenancy for Unpaid rent (the "Notice") on November 08, 2019 by posting it on the tenant's door.

The Notice indicates an effective move-out date of November 18, 2019. As of the date of this hearing, the tenants continue to reside at the rental unit.

The tenants' advocate argued that the landlord had received \$1545.00 in instalments from BC Employment Assistance to cover the November 2019 arrears and that the current amount outstanding for January 2020 is \$639.52

### 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

All parties agreed to the following final and binding settlement:

1. The tenants DL and AH agree to pay the sum of \$639.52 arrears for January 2020 within 24 hours of receiving this decision. The landlord will provide the tenants a receipt. The parties agree that this tenancy will continue.

These particulars comprise the full and final settlement of all aspects of this dispute for the parties. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of the dispute between the parties.

### Conclusion

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: January 27, 2020

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Residential Tenancy Branch