



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Properties Limited
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR-PP, MNRL-S, FFL, CNR

Introduction

This hearing was set to deal with cross applications. The tenant applied for cancellation of a 10 Day notice to End Tenancy for Unpaid Rent. The landlord applied for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent; and, authorization to retain the security deposit.

Both parties were represented at the hearing. The landlord was represented by a senior property manager. The tenant referred to by initials I.L. was represented by her father. The other named co-tenant, referred by initials L.S., is the mother of I.L.

The tenant's agent testified the tenant's proceeding package was given to the landlord's building manager and the landlord's agent confirmed the landlord receipt of the tenant's proceeding package.

The landlord's agent testified the landlord's proceeding package was given to the tenant I.L. in person on November 1, 2020 and sent to the co-tenant L.S. by registered mail on November 2, 2020. The tenant's agent confirmed I.L. was served with the landlord's proceeding package. I heard that the registered mail sent to L.S. was unclaimed. The tenant's agent confirmed that L.S. communicated to him that she received the registered mail notice card and chose not to pick up the registered mail but that she is aware of this proceeding. I ordered the landlord to provide me the registered mail receipt and proof of mailing address for L.S. The landlord's agent stated L.S. did not reside in the rental unit and she signed the tenancy agreement more so as a co-signor and that the tenancy application contained a mailing address for L.S. The landlord provided the registered mail receipt, including tracking number and mailing address, and the tenancy application that included a mailing address for L.S. Upon review of these documents, I was satisfied the landlord met its obligation to serve L.S. and I

deemed L.S. to be served with the landlord's proceeding package five days after mailing, as provided under section 90 of the Act.

Shortly after dealing with service, the parties indicated they had reached a mutual agreement. I confirmed the terms of agreement with both of the agents and I have recorded it by way of this decision and the orders that accompany it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties reached a mutual agreement, as recorded below:

1. The tenancy shall end and the tenants shall return vacant possession of the rental unit to the landlord by January 31, 2021. The landlord shall be provided an Order of Possession reflecting an effective date of January 31, 2021.
2. The tenants are obligated to pay the monthly rent of \$1800.00 for the month of January 2020 by January 1, 2021.
3. The tenants currently owe the landlord rental arrears of \$4600.00 and the landlord shall be provided a Monetary Order to reflect this amount.
4. The tenants shall pay the landlord a minimum of \$100.00 per month toward satisfying the rental arrears/Monetary Order. The Monetary Order that is provided with this decision takes into account a \$100.00 installment payment the landlord received in December 2020 and the tenant's obligation to pay the minimum monthly instalment of \$100.00 recurs on January 1, 2021 and every month thereafter until such time the debt is satisfied.
5. The security deposit of \$900.00 remains in trust for the tenants, to be administered in accordance with the Act at the end of the tenancy.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties through their respective agents during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 1:00 p.m. on January 31, 2021. I also provide the landlord with a Monetary Order in the amount of \$4600.00 to ensure recovery of the rental arrears that is currently outstanding.

Conclusion

The parties resolved this matter by way of a mutual agreement that I have recorded in this decision. In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 1:00 p.m. on January 31, 2021. I also provide the landlord with a Monetary Order in the amount of \$4600.00 to ensure recovery of the rental arrears that is currently outstanding.

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 15, 2020

Residential Tenancy Branch