



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **FFT, CNL-MT, OLC, CNR**

### **Introduction**

This hearing was scheduled to deal with a tenant's application for cancellation of a Two Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"), and an extension of time to dispute the 2 Month Notice; and, for orders for the landlord to comply with the Act, regulations or tenancy agreement. The tenant subsequently filed an Amendment to seek cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent.

Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

At the outset of the hearing, I explored service of the hearing materials upon each other. The tenant testified she sent the proceeding package to the landlord in mid-October 2020, via regular mail. The tenant testified she sent the Amendment to the landlord on or about October 26, 2020, via regular mail.

The landlord's agent confirmed receipt of the tenant's proceeding package via regular mail received in late October 2020. The landlord's agent testified that an Amendment was not received and the landlord was unaware the tenant was disputing the 10 Day Notice until she started uploading evidence to the Residential Tenancy Branch system.

The landlord's agent testified the landlord's evidence was sent to the tenant via registered mail on December 12, 2020. The tenant confirmed receipt of the registered mail.

Despite the tenant's failure to serve the landlord with the proceeding package and Amendment in a manner that complies with the Act (regular mail is not a permissible

method for serving an Application for Dispute Resolution or an Amendment) the parties indicated a willingness to proceed to resolve this matter. I was able to facilitate a mutual agreement between the parties during the hearing and I have recorded their agreement 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

During the hearing, the parties mutually agreed upon the following terms with a view to bringing this tenancy to an end in a reasonably orderly and peaceable manner:

1. The tenancy shall end pursuant to the 2 Month Notice; however, the effective is extended to January 31, 2021.
2. The tenant shall ensure vacant possession of the rental unit is returned to the landlord no later than January 31, 2021 and the tenant remains obligated to leave the rental unit reasonably clean and undamaged at the end of the tenancy.
3. The landlord shall be provided an Order of Possession with an effective date of January 31, 2021 and the tenant is put on notice that no further extensions shall be considered.
4. At the time of the hearing, it is recognized that the landlord has not collected the monthly rent of \$1500.00 for the four month period of October 2020 through January 2021. Immediately after the hearing ends, the tenant shall deliver to the property manager \$4500.00 (calculated as \$1500.00 x 3 months) for rent that is due to the landlord and the tenant shall have the fourth month free as compensation due to a tenant in receipt of a 2 Month Notice. The landlord shall be provided a Monetary Order in the amount of \$4500.00 to ensure payment is made by the tenant.
5. The security deposit and pet damage deposit remain in trust for the tenant, 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 during this hearing and I make the term(s) an Order of mine 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 a Monetary Order in the amount of \$4500.00 to serve and enforce in the event the tenant fails to pay the rent due to the landlord as agreed upon.

### Conclusion

As agreed upon by the parties during this hearing and recorded in this decision, the tenancy shall end on January 31, 2021 and the tenant shall deliver rent in the sum of \$4500.00 to the landlord. In recognition of the parties' agreement, the landlord is provided an Order of Possession effective at 1:00 p.m. on January 31, 2021 and a Monetary Order in the amount of \$4500.00 to serve and enforce upon the tenant.

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 29, 2020

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Residential Tenancy Branch