



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOUGARVE ENTERPRISES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OLC, FFT

Introduction

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

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated January 21, 2021 ("10 Day Notice"), pursuant to section 46;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's two agents, "landlord KC" and "landlord AC," the tenant, and the tenant's advocate attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. An agent of a third-party organization "KCDC" who paid hydro utilities on behalf of the tenant, attended a short portion of this hearing and agreed to a portion of the below settlement agreement. This hearing lasted approximately 85 minutes.

Landlord KC confirmed that he controls the landlord company named in this application and that he had power of attorney and permission to represent his father, who is the owner of the company. The landlord confirmed that landlord AC, who is the manager of the landlord company, also had permission to represent the landlord company and his father. The tenant confirmed that she was 19 years of age and her advocate had permission to speak on her behalf.

Landlord AC confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

Both parties confirmed that they were ready to proceed with the hearing and settle this application.

Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

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

1. The landlord agreed that the landlord's 10 Day Notice, dated January 21, 2021, was cancelled and of no force or effect;
2. Both parties agreed that this tenancy continues until it is ended in accordance with the *Act*;
3. Both parties agreed that the landlord is permitted to communicate with the tenant and her advocate regarding tenancy matters, by way of email to both the tenant and her advocate;
4. The landlord agreed to reimburse the tenant for \$205.00, which was debited from the tenant's pre-authorized debit ("PAD") account in error by the landlord on December 29, 2020, and \$48.00 for an NSF fee from January 4, 2021, by way of reducing the tenant's rent owed for March 2021 by \$253.00 total;
5. Both parties agreed to continue with the tenant's PAD agreement for rent payments to the landlord, which are to be debited on the first day of each month;
6. The tenant agreed to pay for hydro utilities for the rental unit, in addition to the monthly rent, directly to the hydro company, where the tenant has an account in her own name;
7. KCDC, which paid for the rental unit hydro utilities from November to December 2020 on behalf of the tenant, agreed to the landlord reimbursing the tenant in the amount of \$380.56 total, by way of reducing the tenant's rent owed for March 2021;
8. The landlord agreed to reimburse the tenant for \$50.00, which is half the cost of the filing fee paid for this application;
9. The tenant agreed to bear the cost of \$50.00, which is half the cost of the filing fee paid for this application;

10. Both parties agreed that the landlord will debit \$216.44 total from the tenant's PAD account on March 1, 2021, which the landlord agreed to accept for rent from March 1 to 31, 2021;
11. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

I order both parties to comply with all of the above settlement terms.

This tenancy continues until it is ended in accordance with the *Act*.

The landlord's 10 Day Notice, dated January 21, 2021, cancelled and of no force or effect.

I order that the March 2021 rent payable by the tenant to the landlord is \$216.44.

The tenant must bear the cost of \$50.00, which is half the cost of the filing fee paid for this application.

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: February 25, 2021

Residential Tenancy Branch