



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

**Dispute Codes**      **AS, CNR, OLC**

**OPR-DR, MNR-DR, FFL**

### **Introduction**

This hearing dealt with applications filed by both the tenant and the landlord pursuant to the Residential Tenancy Act (the “Act”).

The tenant applied for:

- An order to allow the tenant to assign or sublet the rental unit when the landlord has unreasonably withheld or denied permission, pursuant to section 65;
- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities pursuant to sections 46 and 55; and
- An order for the landlord to comply with the Act, Regulations and/or tenancy agreement pursuant to section 62.

The landlord applied for:

- An order of possession for unpaid rent by direct request, pursuant to sections 46 and 55;
- A monetary order for unpaid rent by direct request pursuant to section 67;
- Authorization to recover the filing fee for this application from the opposing party pursuant to section 72.

Both the tenant and the landlord attended the hearing. The landlord was represented by property manager, AG and building manager, RT. As both parties were present, service of documents was confirmed.

The landlord testified they served the tenant with the Notice of Dispute Resolution Proceedings by registered mail on April 12, 2021 and provided the tracking number, recorded on the cover page of this decision. The landlord testified it was sent to the tenant at his residential address and that the package was returned to the landlord as unclaimed. A photo of the unclaimed package was provided as evidence by the

landlord. The landlord testified that she sent the tenant two further packages by registered mail, one of which was acknowledged received by the tenant. This first package included the tenancy agreement, a rent increase form and a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The second package was an amendment seeking more rent money since commencing the original application.

Based on the landlord's testimony and evidence, I deem the tenant sufficiently served with the landlord's Application for Dispute Resolution on April 17, 2021, five days after it was sent on April 12<sup>th</sup>, in accordance with sections 89 and 90 of the Act. The second package was acknowledged received by the tenant and the third package, the amendment I deem not necessary as rule 4.2 of the Residential Tenancy Branch Rules of Procedure and section 64(3) of the Act allows me to amend the landlord's application to seek more rent money when a tenant has not paid rent subsequent to receiving a notice to end tenancy.

The landlord did not dispute receipt of the tenant's Application for Dispute Resolution.

#### Settlement Reached

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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:

The parties mutually agree to end the tenancy. This tenancy will end at 1:00 p.m. on August 15, 2021 by which time the tenant and any other occupant will have vacated the rental unit.

The landlord is entitled to a monetary order in the amount of \$5,962.50, representing unpaid rent from April 01, 2021 to August 15, 2021.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenant immediately and enforce it as early as 1:00 p.m. on August 15, 2021, should the landlord be required to do so.

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of \$5,962.50.

The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the *Act*, the landlord's filing fee will not be recovered.

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: July 27, 2021

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Residential Tenancy Branch