



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, MNDCT, MNRT, DRI (Tenant)  
OPU-DR, MNU-DR, FFL (Landlord)

### Introduction

This hearing was convened by way of conference call in response to cross Applications for Dispute Resolution filed by the parties.

The Tenant filed their application August 24, 2021 (the “Tenant’s Application”). The Tenant applied as follows:

- To dispute a 10 Day Notice to End Tenancy Issued for Unpaid Rent or Utilities dated August 19, 2021 (the “Notice”)
- For compensation for monetary loss or other money owed
- To be paid back for the cost of emergency repairs made during the tenancy
- To dispute a rent increase that is above the amount allowed by law

The Landlord filed their application September 12, 2021 (the “Landlord’s Application”). The Landlord applied as follows:

- For an Order of Possession based on the Notice
- To recover unpaid rent
- To recover the filing fee

The Tenant appeared at the hearing. The Agent for the Landlord appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I confirmed service of the hearing packages and evidence and no issues arose.

### Preliminary Issue – Jurisdiction

The parties disagreed about whether there was a tenancy agreement between the Landlord and Tenant.

The Agent for the Landlord testified as follows. The Tenant moved in with a prior tenant of the Landlord's. The prior tenant moved out of the rental unit. The Landlord had seen the Tenant at the rental unit. The prior tenant spoke to the Landlord about the Tenant staying at the rental unit and the Landlord said the Tenant could stay for a few days or a week. The Tenant stayed at the rental unit but did not pay rent.

The Agent for the Landlord agreed the Notice was issued to the Tenant for two months of unpaid rent. The Agent for the Landlord also agreed that a letter submitted by the Landlord was provided to the Tenant. The letter is addressed to the Tenant and outlines nonpayment of rent and other issues.

The Tenant testified as follows. They do not agree with the testimony of the Agent for the Landlord. They moved into the rental unit February 03, 2021. They gave the prior tenant \$400.00 and rent was to be \$800.00. They later told the Landlord they would take over the rental unit and gave the Landlord a \$200.00 deposit as well as \$800.00 for rent. The Landlord said a written tenancy agreement would be completed; however, one never was. They had a verbal agreement with the Landlord that they would live in the rental unit and pay \$800.00 in rent per month.

I find it more likely than not that there is a tenancy agreement between the Landlord and Tenant based on the Notice and letter outlining nonpayment of rent and other issues. I find the Notice and letter support that there is a tenancy agreement between the parties because these are documents issued during a tenancy and not documents one would issue to someone who is not a tenant. I find the *Residential Tenancy Act* (the "Act") applies to the parties and the RTB has jurisdiction in this matter.

I told the parties the above decision during the hearing.

### Settlement

At the outset of the hearing, the Tenant said they are moving out of the rental unit January 15, 2022. Given this, I raised the settlement option with the parties pursuant to section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement, that was fine, I would hear and decide the matter. If they chose to discuss settlement and did not come to an agreement, that was fine, I would hear and decide the matter. If they did come to an agreement, I would write out the agreement in my written decision which would become a final and legally binding agreement that the parties cannot change their mind about later.

The parties discussed settlement and came to an agreement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily.

### Settlement Agreement

The Landlord and Tenant agree as follows:

1. The tenancy will end, and the Tenant will vacate the rental unit, no later than 1:00 p.m. on January 15, 2022.
2. The Landlord withdraws their requests to recover unpaid rent and the filing fee.
3. The Tenant withdraws their request for compensation for monetary loss or other money owed, request to be paid back for the cost of emergency repairs made during the tenancy and dispute of a rent increase that is above the amount allowed by law.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is issued an Order of Possession for the rental unit which is effective at 1:00 p.m. on January 15, 2022. If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenant with this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: January 05, 2022

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Residential Tenancy Branch