



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT, OLC, MNDCT, RP, LRE, MNRT, OT (Tenant)
 CNR, LAT, OLC, MNRT, FFT (Tenant)
 OPR, FFL (Landlords)

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 two applications, the first on May 02, 2022, and the second on May 09, 2022. The Tenant applied as follows:

- For an order that the Landlord comply with the Act, regulation and/or the tenancy agreement
- For compensation for monetary loss or other money owed
- For a repair order
- To suspend or set conditions on the Landlord's right to enter the rental unit
- To be paid back for the cost of emergency repairs made during the tenancy
- In relation to other issues not listed
- To dispute a 10 Day Notice to End Tenancy Issued for Unpaid Rent or Utilities dated May 03, 2022 (the "Notice")
- For authorization to change the locks to the rental unit
- To recover the filing fees

The Landlords filed their application May 15, 2022, and sought the following:

- An Order of Possession based on the Notice
- To recover the filing fee

The Tenant appeared at the hearing with B.S. to assist. The Landlord appeared at the hearing 15 minutes late. The Landlord appeared with M.G. to assist.

I explained the hearing process to the Tenant and B.S. I told the Tenant and B.S. they are not allowed to record the hearing pursuant to the Rules of Procedure (the "Rules"). All parties provided affirmed testimony.

Service

Both parties submitted evidence prior to the hearing. I addressed service of the hearing packages and evidence.

The Landlord confirmed receipt of the hearing packages and evidence for the Tenant's applications and confirmed there are no issues with service.

The Tenant testified that they did not receive the hearing package or evidence for the Landlords' application. The Landlord and M.G. testified that the hearing package and evidence for the Landlords' application was left on a chair at the front door of the rental unit on May 29, 2022. The Landlords did not submit further evidence of service.

Given the conflicting testimony about service of the hearing package and evidence for the Landlords' application, and the lack of further evidence of service, I am not satisfied the hearing package and evidence were served on the Tenant as required by the *Residential Tenancy Act* (the "*Act*") and Rules. Given this, the Landlords' application is dismissed with leave to re-apply in relation to the request for an Order of Possession based on the Notice and without leave to re-apply in relation to the request to recover the filing fee.

Settlement

I told the parties during the hearing that the validity of the Notice would be decided at the hearing on either or both applications. I raised the possibility of settlement pursuant to section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute. I told the parties settlement discussions are voluntary. I told the parties any agreements reached would be put into my written decision and become final and legally binding agreements which the parties could not change their mind about later. The parties came to the settlement agreement outlined below. The parties confirmed the agreement covers the issues. The parties confirmed they are agreeing to the agreement voluntarily. The parties agreed I could decide the issue of recovery of the filing fees because they could not come to an agreement about these. As stated, the Landlords' request to recover the filing fee is dismissed without leave to re-apply.

The parties agreed there is a verbal tenancy agreement between them which started March 15, 2022, and is a month-to-month tenancy. The parties agreed rent is \$1,600.00 per month due on the first day of each month. The parties agreed the Tenant paid a \$800.00 security deposit.

Settlement Agreement

The Landlords and Tenant agree as follows:

1. The Notice is cancelled.
2. The tenancy will end, and the Tenant will vacate the rental unit, no later than 1:00 p.m. on November 01, 2022.
3. The Tenant will pay the Landlords \$1,650.00 by September 01, 2022 for September rent and rent owing. The Tenant will pay the Landlords \$1,650.00 by October 01, 2022 for October rent and rent owing. The Landlords are issued a **conditional Order of Possession**. If the Tenant fails to pay the Landlords \$1,650.00 by September 01, 2022, the Order of Possession becomes effective immediately and the Tenant must vacate the rental unit upon service of the Order of Possession on them. If the Tenant fails to pay the Landlords \$1,650.00 by October 01, 2022, the Order of Possession becomes effective immediately and the Tenant must vacate the rental unit upon service of the Order of Possession on them. If the Tenant pays the rent and rent owing as agreed, the Order of Possession is effective at 1:00 p.m. on November 01, 2022.
4. The Tenant can pay rent and rent owing by email transfer to the Landlords at the email address noted on the front page of this decision.
5. The Landlords are issued a **Monetary Order** for \$3,300.00, being September rent and rent owing (\$1,650.00) and October rent and rent owing (\$1,650.00). If the Tenant fails to make the payments set out above, the Landlords can enforce this Monetary Order for rent and rent owing **for the period of time the Tenant remains in possession of the rental unit**.
6. The Landlords can keep the \$800.00 security deposit towards rent owing.

This agreement is fully binding on the parties.

Filing Fees

I decline to award the Tenant recovery of the filing fees because the Tenant was not successful in disputing the Notice and because the remaining issues are being dismissed because they are not related to the issue of unpaid rent.

Remaining Issues

The above settlement deals with the Tenant's dispute of the Notice. I have decided the request to recover the filing fees. B.S. and the Tenant acknowledged the remaining claims are not related to the dispute of the Notice and therefore these are dismissed with leave to re-apply. This decision does not extend any time limits set out in the *Act*. The remaining claims are as follows:

- For an order that the Landlord comply with the Act, regulation and/or the tenancy agreement
- For compensation for monetary loss or other money owed
- For a repair order
- To suspend or set conditions on the Landlord's right to enter the rental unit
- To be paid back for the cost of emergency repairs made during the tenancy
- In relation to other issues not listed
- For authorization to change the locks to the rental unit

Conclusion

The matters are dealt with by way of settlement agreement as set out above.

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: August 31, 2022

Residential Tenancy Branch