



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OPR, MNRL-S, FFL**

CNL, RR, RP, PSF, OLC

Introduction

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

The landlord applied for:

- An order of possession for unpaid rent pursuant to sections 46 and 55;
- A monetary order for unpaid rent and authorization to withhold a security deposit pursuant to sections 67 and 38; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant applied for:

- An order to cancel a 2 Month Notice to End Tenancy for Landlord’s Use pursuant to sections 49 and 55;
- An order for a reduction of rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- An order for repairs to be made to the unit, site or property pursuant to section 32;
- An order that the landlord provide services or facilities required by the tenancy agreement pursuant to section 27; and
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62.

The tenant attended the hearing and the landlord was represented by his agent, GC (the “landlord”). As both parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant’s Notice of Dispute Resolution Proceedings package. The tenant testified he did not receive the landlord’s Notice of Dispute Resolution Proceedings. The landlord testified that he sent the tenant a copy of

the Notice of Dispute Resolution Proceedings package via registered mail to the tenant's residential address on September 09, 2022. The tracking number for the mailing is recorded on the cover page of this decision. The tenant acknowledged receiving a card from Canada Post advising him there was registered mail awaiting him however testified that he didn't have any identification that would allow him to retrieve his registered mail. Based on the evidence before me, I deem the tenant sufficiently served with the landlord's Notice of Dispute Resolution Proceedings on September 14, 2022, five days after it was sent to his residential address in accordance with sections 89 and 90 of the Act.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an oath to tell the truth and they both confirmed that they were not recording the hearing.

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

1. The tenant accepts the landlord's notice to end tenancy for landlord's use and mutually agrees to end the tenancy with the landlord on November 30, 2022, at 1:00 p.m.
2. The parties will attend the rental unit at 1:00 p.m. on November 30, 2022, to conduct a move-out condition inspection report.
3. The parties agree that the landlord is entitled to a monetary order in the amount of \$3,000.00 representing unpaid rent, less one month's rent for serving the tenant a 2 Month Notice to End Tenancy for Landlord's Use, deducting the tenant's security deposit and pet damage deposit.
4. The rights and obligations of the parties continue until the tenancy ends.

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. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

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 November 30, 2022, should the landlord be required to do so.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of **\$3,000.00**.

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: November 14, 2022

Residential Tenancy Branch