



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNC, CNR, MNDCT, OLC, LRE, LAT, FFT, OPC, OPR-DR, MNR-DR, FFL

### Introduction

This hearing was convened in response to cross applications.

The tenant filed an Application for Dispute Resolution, the file number for which ends with 36, in which the tenant applied to cancel a One Month Notice to End Tenancy for Cause; for a Monetary Order for money owed or compensation for damage or loss; for an Order restricting or setting conditions on the landlord's right to enter the rental unit; for authority to change the locks; for an Order requiring the landlord to comply with the *Residential Tenancy Act* (Act), the *Residential Tenancy Regulations*, or the tenancy agreement; and to recover the fee for filing an Application for Dispute Resolution. In this Application for Dispute Resolution, the tenant only names the landlord with the initials RJ.

A.T stated that on December 08, 2023 the Application for Dispute Resolution and the Proceeding Package for the file number ending with 36 was sent to RJ, via registered mail. The tenant submitted Canda Post documentation that corroborates this testimony. RK denies receipt of this Application for Dispute Resolution.

Although it is clear that the tenant sent a package to the landlord on December 08, 2023, I cannot be certain the Application for Dispute Resolution for the file number ending with 36 was included with that package. I do not find this to be particularly fatal, as the landlord is clearly prepared to address the One Month Notice to End Tenancy for Cause, which is the primary issue, on the basis of an Application for Dispute Resolution filed by the landlord.

The tenant filed a second Application for Dispute Resolution, the file number for which ends with 72, in which the tenant applied to cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities and to recover the fee for filing an Application for Dispute

Resolution. In this Application for Dispute Resolution, the tenant names the landlord with the initials RJ and HJ.

A.T stated that on January 05, 2024 the Application for Dispute Resolution and the Proceeding Package for the file number ending with 72 was sent to RJ, via registered mail. RK denies receipt of this Application for Dispute Resolution.

Although it is clear that the tenant sent a package to the landlord on January 05, 2024, I cannot be certain the Application for Dispute Resolution for the file number ending with 36 was included with that package. I do not find this to be particularly fatal, as the landlord is clearly prepared to address the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, which is the primary issue, on the basis of an Application for Dispute Resolution filed by the landlord.

The landlord filed an Application for Dispute Resolution, the file number for which ends with 92, in which the landlord applied for an Order of Possession on the basis of a One Month Notice to End Tenancy for Cause and to recover the fee for filing an Application for Dispute Resolution.

RK stated that on November 26, 2023, the Application for Dispute Resolution and the Proceeding Package for the file number ending with 92 was posted on the tenant's door. AT acknowledged receipt of these documents and I find they were served in accordance with section 89 of the Act.

The landlord filed a second Application for Dispute Resolution, the file number for which ends with 26, in which the landlord applied for an Order of Possession on the basis of a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, for a Monetary Order for unpaid rent, and to recover the fee for filing an Application for Dispute Resolution.

RK stated that on January 02, 2024, the Application for Dispute Resolution and the Proceeding Package for the file number ending with 26 was posted on the tenant's door. AT acknowledged receipt of these documents and I find they were served in accordance with section 89 of the Act.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant with affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant, with the exception of the Witness, affirmed they would not record any portion of these proceedings.

### Preliminary Matter #1

With the consent of both parties, the Applications for Dispute Resolution filed by the tenant were amended to reflect the correct spelling of RJ's name, as provided at the hearing.

### Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause be set aside?

Should the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities be set aside?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to compensation for unpaid rent?

Is there a need to issue an Order restricting or setting conditions on the landlord's right to enter the rental unit?

Should the tenant be granted for authority to change the locks?

Is there a need to issue an Order requiring the landlord to comply with the *Act*, the *Residential Tenancy Regulations*, or the tenancy agreement?

Is either party entitled to recover the fee for filing an Application for Dispute Resolution?

### Background and Evidence

After considerable discussion, the RK and A.T agreed to settle all issues in dispute at these proceedings under the following terms:

- The tenancy will end on February 29, 2024;
- The landlord will receive an Order of Possession for February 29, 2024;
- The landlord will return the tenant's security deposit of \$400.00;
- The tenant will receive a Monetary Order for \$400.00, which is enforceable if the security deposit is not returned;
- Neither party will file another Application for Dispute Resolution regarding this tenancy.

This agreement was summarized for the parties on at least two occasions. A.T and RK clearly indicated they agreed to resolve this dispute under these terms.

A.T and RK both acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

As the parties were able to reach a settlement agreement, evidence/testimony provided at the hearing is not being summarized here.

### Analysis

I find that all issues in dispute have been settled by the parties, in accordance with the aforementioned terms.

### Conclusion

On the basis of the settlement agreement, the landlord is granted an Order of Possession which is effective on at 1:00 p.m. on February 29, 2022. This Order may be served on the tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

On the basis of the settlement agreement, the tenant is granted a Monetary Order for \$400.00. In the event the landlord does not pay \$400.00 to the tenant in a timely manner after the unit is vacated, the Order may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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

Dated: February 22, 2024

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Residential Tenancy Branch