



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled in response to cross applications.

On July 17, the Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that the Application and Notice of Hearing were served to the Tenant by registered mail and by posting it on the Tenant's door. The Agent for the Tenant acknowledged receipt of these documents.

On July 03, the Tenant filed an Application for Dispute Resolution, in which the Tenant applied to set aside a Two Month Notice to End Tenancy; for more time to apply to set aside a Notice to End Tenancy; for an order suspending or setting conditions on the Landlord's right to enter the rental unit; for monetary Order for money owed or compensation for damage or loss; to recover all or part of the security deposit, for an Order required the Landlord to comply with the *Residential Tenancy Act (Act)*; for "other"; and to recover the fee for filing this Application for Dispute Resolution.

On July 14, the Tenant filed an Application for Dispute Resolution, in which the Tenant applied to set aside a Two Month Notice to End Tenancy; to set aside a Ten Day Notice to End tenancy for Unpaid Rent; for more time to apply to set aside a Notice to End Tenancy; to dispute an additional rent increase; for an order suspending or setting conditions on the Landlord's right to enter the rental unit; for monetary Order for money owed or compensation for damage or loss; to recover all or part of the security deposit, to recover the cost of emergency repairs; for an Order requiring the Landlord to return person property; and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Tenant stated that both Applications for Dispute Resolution were served to the Landlord by registered mail. The Landlord stated that the Respondent

named on both of the Tenant's Applications for Dispute Resolution is his wife; that he is representing her at these proceedings; and that she received both Applications.

On August 26, 2014 the Tenant submitted numerous documents to the Residential Tenancy Branch, which the Tenant wishes to rely upon as evidence. The Agent for the Tenant stated that these documents were served to the Landlord by registered mail. The Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

On July 21, 2014 the Landlord submitted numerous documents to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Landlord stated that these documents were served to the Tenant, via registered mail, on July 21, 2014. The Landlord was unable to cite a tracking number for this evidence. The Agent for the Tenant stated that these documents were not received. As the Tenant did not acknowledge receipt of the documents and the Landlord was unable to provide evidence to corroborate his testimony that they were served by registered mail, the evidence was not accepted as evidence for these proceedings.

On August 25, 2014 the Landlord submitted numerous documents to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Landlord stated that these documents were not served to the Tenant. As they were not served to the Tenant, they were not accepted as evidence for these proceedings.

On August 29, 2014 the Landlord submitted numerous documents to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Landlord stated that these documents were not served to the Tenant. As they were not served to the Tenant, they were not accepted as evidence for these proceedings.

Both parties were represented at the hearing.

Issue(s) to be Decided

Is there a need to issue a monetary Order to either party and is there a need to issue an Order requiring either party to comply with the *Act*?

Background and Evidence

After considerable discussion the Landlord and the Agent for the Tenant mutually agreed to resolve all issues in dispute regarding this tenancy under the following terms:

- The Landlord will pay the Tenant \$426.38
- The Tenant will receive a monetary Order in the amount of \$426.38, which can be enforced if the Landlord does not pay this amount to the Tenant.

Analysis

This matter has been resolved by mutual consent.

Conclusion

On the basis of this settlement agreement, I grant the Tenant a monetary Order for the amount of \$426.38. In the event the Landlord does not comply with this Order, it 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 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: September 10, 2014

Residential Tenancy Branch

