



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

CNC, OPC, MNSD, MNDC, OLC, FF

### Introduction

This hearing was convened in response to cross applications.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement; and to recover the fee for filing an Application for Dispute Resolution.

The male Tenant stated that on June 03, 2015 the Tenant's Application for Dispute Resolution, the Notice of Hearing, and documents the Tenant submitted to the Residential Tenancy Branch on July 03, 2015 were sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession; for a monetary Order for money owed or compensation for damage or loss; to retain the security deposit; and to recover the fee for filing an Application for Dispute Resolution.

The Landlord stated that on June 10, 2015 the Landlord's Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord submitted to the Residential Tenancy Branch on June 10, 2015 were sent to the Tenant, via registered mail. The Tenant acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

On June 29, 2015 the Landlord submitted additional 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 by registered mail on June 30, 2015. The male Tenant stated that he located these documents in his mail box, on an unknown date, although he does not believe they were delivered by Canada Post. As the Tenant acknowledged receipt of these documents, they were accepted as evidence for these proceedings.

On July 02, 2015 the Tenant submitted numerous documents to the Residential Tenancy Branch, which the Tenant wishes to rely upon as evidence. The male Tenant stated that these documents were served to the Landlord by registered mail on July 02, 2015. The Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession or should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?  
Is the Landlord entitled to compensation for unpaid rent and/or to retain the security deposit?

Background and Evidence

After considerable discussion the Landlord and the Tenant mutually agreed to settle this dispute under the following terms:

- the tenancy will end, by mutual consent, on August 31, 2015;
- the Landlord will receive an Order of Possession for August 31, 2015;
- the Tenant will pay the Landlord \$3,300.00 in rent for July and August of 2015;
- the Landlord will receive a monetary Order for \$3,300.00 for rent for July and August of 2015; and
- the Tenant will remove all of his personal property from the unit and the property at the end of the tenancy.

Analysis

The Applications for Dispute filed by the Tenant and the Landlord have been settled in accordance with the aforementioned terms.

Conclusion

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on August 31, 2015. 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, I grant the Landlord a monetary Order, in the amount of \$3,300.00. In the event that the Tenant has not paid the Landlord \$3,300.00 in rent for July and August of 2015 by August 02, 2015, this Order may be served on the Tenant, 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 *Residential Tenancy Act*.

Dated: July 16, 2015

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Residential Tenancy Branch

