



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

Tenant's Application made September 2, 2016: MNDC; PSF; RR

Landlord's Application made September 13, 2016: OPR; MNR; MNSD; MNDC; FF

This Hearing was scheduled to hear cross-applications. The Tenant made an Application for Dispute Resolution on September 2, 2016, seeking compensation for damage or loss under the Act, regulation or tenancy agreement; an order that the Landlord provide services or facilities required by law; and an order allowing the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

The Landlord made an Application for Dispute Resolution on September 13, 2016, seeking an order of possession and monetary award for unpaid rent and utilities; compensation for damage or loss under the Act, regulation or tenancy agreement; to apply the security deposit towards his monetary award; and to recover the cost of the filing fee from the Tenant.

Both parties signed into the teleconference and gave affirmed testimony.

The Tenant testified that she served the Landlord with her notice of hearing documents by registered mail "in September". The Landlord acknowledged receipt of the Tenant's notice of hearing documents.

The Landlord testified that he served the Tenant with his notice of hearing documents by registered mail on September 15, 2016. The Landlord provided a copy of the registered mail receipt and tracking number in evidence. The Tenant testified that she did not receive the Landlord's notice of hearing documents and stated that she thought the Hearing was for her Application only. The Canada Post Tracking system indicates that there was attempted delivery of the package and a notice card left for the Tenant on September 19, 2016. A final notice was left for the Tenant on September 27, 2016, indicating that the item would be returned if not collected within 10 days.

I find that the Tenant was duly served with the Landlord's notice of hearing package, pursuant to the provisions of section 89 of the Act.

The Landlord testified that he served the Tenant with the 10 Day Notice to End Tenancy for Unpaid Rent and Utilities issued September 4, 2016 (the "Notice") on September 4, 2016, by handing the Notice to the Tenant at the rental unit. The Tenant testified that she did was not served with the Notice and was unaware of its existence. The Landlord stated that he did not have a witness.

The Tenant acknowledged that she owes unpaid rent in the total amount of \$800.00 for September and October, 2016. Monthly rent is \$1,500.00, but only \$1,100.00 is being paid directly to the Landlord by the Ministry.

The Tenant disputes that she owes any utilities.

During the course of the Hearing, the parties came to an agreement with respect to the end of the tenancy and unpaid rent only. The Tenant withdrew her Application and the Landlord withdrew the remainder of his Application. The Tenant is at liberty to make another Application with respect to compensation for damage or loss and rent abatement. The Landlord is at liberty to make another Application with respect to unpaid utilities and compensation for damage or loss. The security deposit must be applied in accordance with the provisions of the Act at the end of the tenancy.

Pursuant to the provisions of Section 63 of the Act, I hereby record the terms of their agreement:

- The parties mutually agree that the tenancy will end on **November 30, 2016, at 1:00 p.m.**
- The **Tenant will pay the Landlord** \$800.00 for unpaid rent for September and October, 2016, and will pay \$400.00 towards November, 2016 rent (for a total of **\$1,200.00**) by **7:00 p.m., October 27, 2016.**

During the Hearing, the Landlord provided the Tenant with his banking information so that the Tenant could make a direct deposit into his account, and also provided her with his cellular phone number in the event she had any difficulties making the deposit. The Tenant repeated back the banking information and cellular phone number.

### **Conclusion**

The Tenant is at liberty to make another Application with respect to compensation for damage or loss and rent abatement. The Landlord is at liberty to make another Application with respect to unpaid utilities and compensation for damage or loss. The security deposit must be applied in accordance with the provisions of the Act at the end of the tenancy.

In support of the settlement agreement as set out above, the Landlord is hereby provided with an Order of Possession **effective 1:00 p.m., November 30, 2016**. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlord is also provided with a Monetary Order in the amount of **\$1,200.00** against the Tenant. If the Tenant does not pay the Landlord in full by the above time and date, the Landlord may serve the Tenant with this Order and the Order may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court. If the Tenant pays only a portion of the amount ordered, the Landlord may serve the Tenant with this Order and the Order may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court with respect to any balance still owed to the Landlord. If the Tenant pays the Landlord as set out above, this Order becomes null and void.

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: October 28, 2016

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Residential Tenancy Branch