



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CENTURION PROPERTY ASSOCIATES  
INC. and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

CNR, CNC, RR, RP, OPR-DR, MNR-DR, AND FFL

### **Introduction**

This hearing was convened in response to cross applications.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, to cancel a One Month Notice to End Tenancy for Cause, for a rent reduction, and for an Order requiring the Landlord to make repairs. This is the file that ends with 5811.

The Tenant stated that the Application for Dispute Resolution that ends with 5811 was not served to the Landlord. As this Application for Dispute Resolution was not served to the Landlord, I find that the Tenant has failed to diligently pursue the Application for Dispute Resolution and I dismiss it, without leave to reapply.

The Tenant filed a second Application for Dispute Resolution, in which the Tenant applied to cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities. This is the file that ends with 8753.

The Tenant stated that the Application for Dispute Resolution that ends with 8753 was not served to the Landlord. As this Application for Dispute Resolution was not served to the Landlord, I find that the Tenant has failed to diligently pursue the Application for Dispute Resolution and I dismiss it, without leave to reapply.

The Tenant filed a third Application for Dispute Resolution, in which the Tenant applied to cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities. This is the file that ends with 1339.

The Tenant stated that on November 25, 2022 Dispute Resolution Package for the file ending with 1339 was sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents.

The Landlord filed an Application for Dispute Resolution in which the Landlord applied for an Order of Possession, for a monetary Order for unpaid rent or utilities, and to recover the fee paid to file an Application for Dispute Resolution.

Legal Counsel for the Landlord stated that on December 02, 2022 the Landlord's Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch on November 18, 2022 was sent to the Tenant, via registered mail. The Tenant acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On September 19, 2022 and October 16, 2022, the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was not served to the Landlord. As the evidence was not served to the Landlord, it was not accepted as evidence for these proceedings.

On November 08, 2022, the Tenant submitted a copy of a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated November 03, 2022, to the Residential Tenancy Branch. The Tenant stated that this document was served to the Landlord with the Application for Dispute Resolution on November 25, 2022. The Agent for the Landlord stated that the Landlord did not receive this document as evidence for the proceedings, although she has a copy of it in her possession. As the Landlord is in possession of this document, it was accepted as evidence for these proceedings.

On November 08, 2022, the Tenant submitted additional evidence to the Residential Tenancy Branch. The Tenant stated that the additional evidence was served to the Landlord with the Application for Dispute Resolution on November 25, 2022. The Agent for the Landlord stated that the Landlord did not receive any documents with the Application for Dispute Resolution served by the Tenant.

The parties were advised that I would proceed with the hearing and that I would not look at the documents during the hearing, although Tenant could discuss her documentary evidence. The parties were advised that I would adjourn the hearing to provide the

Tenant with an opportunity to re-serve her evidence if, at the end of the hearing, the Tenant deemed it necessary for me to view those documents. As the parties were able to settle all issues in dispute at these proceedings, there was no need to consider an adjournment.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant, with the exception of legal counsel, 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 legal counsel, affirmed they would not record any portion of these proceedings. Legal Counsel for the Landlord acknowledged that she would not be recording any portion of the proceedings.

#### Issue(s) to be Decided

Should a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities be set aside or should the Landlord be granted an Order of Possession?  
Is the Landlord entitled to a monetary Order for unpaid rent?

#### Background and Evidence

Prior to discussing any of the terms of the tenancy and/or the merits of the Landlord's Application for Dispute Resolution or the Tenant's Application for Dispute Resolution with the file number that ends with 1339, the parties mutually agreed to settle all issues in dispute in these two Applications for Dispute Resolution under the following terms:

- The tenancy will end, by mutual agreement, on January 13, 2023;
- The Tenant will pay \$13,415.00 to the Landlord (\$11,965.00 in unpaid rent to the Landlord plus \$2,900.00 for liquated damages, minus the security deposit of \$1,450.00);
- The Tenant will pay the aforementioned debt by paying monthly installments of \$500.00;
- The first installment will be paid by February 20, 2023 with each subsequent payment due on the 20<sup>th</sup> day of each month;

- In the event the Tenant fails to make a scheduled payment on time, the Landlord may enforce the monetary Order that is being granted to the Landlord; and
- In the event the Landlord enforces the monetary Order, the amount owing will be adjusted to reflect the payments made.

The Landlord and the Tenant mutually agreed to resolve all issues in dispute at these proceedings under the following terms:

- The tenancy will end, by mutual agreement, on September 30, 2021; and
- The tenancy may end earlier than September 30, 2021 if the Tenant gives proper written notice of her intent to vacate.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. All parties clearly indicated their intent to resolve this dispute under these terms.

All parties acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

All parties acknowledged that they understood the agreement was final and binding.

### Analysis

All issues in dispute in the Landlord's Application for Dispute Resolution and the Tenant's Application for Dispute Resolution with the file number that ends with 1339, have been settled in accordance with the aforementioned settlement agreement.

On the basis of the terms of settlement agreement, I calculate the last payment of \$500.00 to be due on March 20, 2025 and the final payment of \$415.00 to be due on April 20, 2025. In the event either party disagrees on the final payment amount or date, they must communicate directly with the other party and clarify the final payment amounts and due dates.

### Conclusion

The Tenants' Applications for Dispute Resolution with file numbers that end 5811 and 8753 are dismissed, without leave to reapply.

The Landlord's Application for Dispute Resolution and the remaining Application for Dispute Resolution filed by the Tenant were settled in accordance with the aforementioned terms.

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective on January 13, 2023. 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 has a monetary Order for \$13,415.00. In the event the Tenant does not comply with payment schedule outlined in the settlement agreement, 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 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: January 12, 2023

---

Residential Tenancy Branch