

## **DECISION**

**Dispute Codes:** CNR, OLC, ERP, RR and FF

### **Introduction**

This application was brought by tenant seeking to have set aside a 10-day Notice to End Tenancy for unpaid rent, an Order for the landlord to comply with the rental agreement , emergency repairs and recovery of the filing fee for this proceeding.

At the commencement of the hearing, I noted that neither party had submitted a copy of the Notice to End Tenancy into evidence. Neither party was aware of the date of the notice or its date of service. The landlord acknowledged that he had no personal knowledge of the notice and that he had no intention of enforcing it. Therefore, the tenant's request that the order be set aside would appear to be moot.

The parties agreed that there was rent owing, but the landlord was aware that he would have to make his own application if he wished an Order of Possession or a Monetary Order on the basis of the unpaid rent.

The tenant's request for an Order of Compliance is based on appliances included in the rental agreement but not actually provided.

Neither part had submitted a copy of the rental agreement into evidence making it untenable to reach a determination on whether either party is in breach of it.

As the hearing progressed, the tenants arrived at a decision that they would sign a mutual agreement to end the tenancy.

If, in the process, they are unable to resolve the differences between them, both remain at liberty to make application.

The present application is dismissed with leave to reapply.