



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR, OPRM-DR

Introduction

This hearing dealt with applications from both the landlord and the tenant under the *Residential Tenancy Act* (the *Act*). The landlord applied for:

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55; and
- a monetary order for unpaid rent pursuant to section 67.

The tenant applied for:

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66; and
- cancellation of the landlord's 10 Day Notice pursuant to section 46.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As the tenant confirmed that he received the landlord's 10 Day Notice posted on his door by the landlord on May 4, 2018, I find that the tenant was duly served with this Notice in accordance with section 88 of the *Act*. As the landlord confirmed that on May 31, 2018, the landlord received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on May 23, 2018, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*. Although the tenant's advocate maintained that the tenant did not receive a copy of the landlord's dispute resolution hearing package, the landlord testified that this package was sent to the tenant by registered mail on May 23, 2018. Since the landlord withdrew the landlord's application, nothing turned on this disputed testimony.

Issues(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Is the landlord entitled to a monetary award for unpaid rent?

Background and Evidence

This fixed term tenancy began on August 1, 2015. When a fire occurred in the original rental unit identified on the tenancy agreement, the landlord allowed the tenant to occupy a nearby rental unit on the same floor of this building for two extra months.

The landlord testified that another notice to end tenancy was issued to the tenant on February 19, 2018. In accordance with that 2 Month Notice to End Tenancy for Landlord's Use of Property, the landlord obtained a 2 Day Order of Possession as per a June 20, 2018 decision of another Arbitrator appointed pursuant to the Act.

The parties agreed that they had worked out a resolution of the terms of the end of this tenancy, and the tenant confirmed that he would be vacating the rental property by the end of this month. Both parties withdrew the applications for dispute resolution that were before me.

Conclusion

Both applications for dispute resolution are withdrawn.

The 10 Day Notice of May 4, 2018, the primary issued before me, is of no continuing effect.

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: June 25, 2018

Residential Tenancy Branch