



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, DRI, FFT

Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- a determination regarding their dispute of an additional rent increase by the landlord pursuant to section 43; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

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 who attended this hearing (the tenant) confirmed that she was handed the 10 Day Notice by the landlord on May 17, 2018, I find that the tenants were duly served with this Notice in accordance with section 88 of the *Act*. As the landlord confirmed that the tenant handed him a copy of the tenants' dispute resolution hearing package on May 24, 2018, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*. Both parties confirmed that they provided no written evidence with respect to the tenants' application.

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? Has the landlord applied a rent increase that exceeds the provisions of the *Act*, and if so, should any orders be issued with respect to this matter? Are the tenants entitled to recover the filing fee for this application from the landlord?

Background and Evidence

Both parties agreed that this month-to-month tenancy began on January 15, 2018. Monthly rent was set at \$1,800.00, payable in advance on the 15th of each month. The landlord still holds the tenants' \$800.00 security deposit paid when this tenancy began.

The parties agreed that the tenants vacated the rental unit on May 27, 2018. The landlord gave undisputed sworn testimony that the tenants paid one-half of the monthly rent that was due on May 15, 2018.

Since the tenants have vacated the rental unit and the tenants did not pay any monthly amount for rent in addition to the \$1,800.00, they committed to pay when this tenancy began, the tenant withdrew their application for dispute resolution.

Conclusion

The tenants' application is withdrawn.

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 21, 2018

Residential Tenancy Branch