



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, CNR, PSF, LRE, OPT, AAT, LAT

### Introduction

This hearing dealt with the tenant's 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;
- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an Order of Possession of the rental unit pursuant to section 54; and
- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70.;

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 landlord confirmed that he was handed a copy of the tenant's dispute resolution hearing package on May 31, 2018, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*.

### Issues(s) to be Decided

Should the landlord's 10 Day Notice or 2 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Should any other orders be issued with respect to this tenancy?

### Background and Evidence

On June 27, 2018, another arbitrator appointed pursuant to the *Act* heard an application from the landlord for an early end to this tenancy. In a decision reached that day and referenced above, that arbitrator recorded the terms of a settlement agreement the parties made at that hearing. According to the terms of that settlement agreement, both parties agreed that this tenancy will end on July 31, 2018, by which time the tenant(s) and all occupants of the premises will have vacated the rental property.

As much of the tenant's current application involved either the tenant's requested cancellation of notices to end tenancy issued to her or terms should the tenancy continue, I asked the parties to clarify whether the issues identified in the tenant's application remain in dispute.

The landlord said that he understood that the hearing would consider his request for compensation for unpaid rent that was owing since May 1, 2018, when the tenant stopped paying rent to the landlord. The landlord confirmed that he had not submitted his own application for dispute resolution and had not applied for any monetary award for unpaid rent. The tenant said that her interest was in obtaining a ruling regarding whether she was required to pay rent to the landlord as she opposed the landlord's assertion that she owed him rent for a number of months. At the hearing, I advised both parties that neither of these monetary issues that both cited as the outstanding issue in dispute were properly before me.

Based on the testimony of the parties, it was apparent that the issues raised in the tenant's original application had become moot points since this tenancy is to end next month based on the settlement agreement reached between the parties. In addition, the only issues raised by either party for possible consideration at the current hearing were monetary ones, which neither party had applied to have considered. As neither party would have been informed beforehand as to the other party's monetary request, I declined to hear anything further with respect to the application currently before me.

As the issues in dispute currently before me have been looked after through the settlement agreement between the parties on June 27, and this tenancy will be ending

shortly, there was no need to consider the existing application, which I consider withdrawn under the circumstances.

Conclusion

The tenants' application is hereby 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 29, 2018

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Residential Tenancy Branch