



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, DRI, ERP, PSF, RP, RR

### Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- a determination regarding their dispute of an additional rent increase by the landlord pursuant to section 43.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the tenant served the landlord with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on May 28, 2018. Both parties also confirmed that the landlord served 2 documentary evidence package(s) via Canada Post Registered Mail on June 6, 2018 and again on July 11, 2018. The tenant confirmed receipt of the second package with no issues, but stated that she had been away and was not able to retrieve the 1<sup>st</sup> package. The landlord confirmed that the 1<sup>st</sup> package had been returned as "unclaimed" by Canada Post. I accept the undisputed affirmed evidence of both parties and find that both parties have been properly served as per sections 88 and 89 of the Act. Although the tenant did not receive the landlord's 1<sup>st</sup> documentary evidence package, both parties are deemed sufficiently served as per section 90 of the Act.

### Preliminary Issue(s)

During the hearing it was clarified with both parties that the tenant's application for disputes listed numerous issues that were unrelated to the request to cancel the landlord's notice to end tenancy. The tenant stated that her request for an order for repairs, for emergency repairs, to authorize the tenant to reduce rent and an order for the landlord to provide services of facilities agreed upon but not provided and dispute an additional rent increase were unrelated to the notice to end tenancy. RTB Rules of Procedure 2.3 states that "if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply." As these sections of the tenant's application are unrelated to the main section which is to cancel the notice to end tenancy, I dismiss these sections of the tenant's claim with leave to reapply.

#### Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 1 month notice?

#### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on November 1, 2017 on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated September 26, 2017. The monthly rent is \$2,000.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$900.00 was paid.

On May 15, 2018, the landlord served the tenant with a "Notice of Termination by Landlord" signed and dated by the landlord on May 15, 2018. The Notice sets out an effective end of tenancy date of June 15, 2018 and that it was being given as the tenancy ends on May 15, 2018 and the tenant is being provided one months' advance notice.

Both parties confirmed that this was the only notice served to the tenant by the landlord.

#### Analysis and Conclusion

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to mutually end the tenancy on October 1, 2018, by which time the tenant will have vacated the rental unit.

The landlord agreed to withdraw the Notice to End Tenancy.

The tenant agreed to cancel the application to cancel the notice.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenants fail to vacate the rental premises in accordance with their agreement by 1:00 pm on October 1, 2018. The landlord is provided with this order in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: July 13, 2018

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Residential Tenancy Branch