



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF, CNR, OLC, RR

### Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- a monetary order for the cost of 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;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenant served the landlord with the notice of hearing package in person. Extensive discussions between the two parties led to the landlord agreeing to proceed with the hearing despite not arguing that he did not receive a copy of the tenant's application for dispute or the submitted documentary evidence. The landlord stated that they could proceed with the hearing without any further issues. The tenant raised no service issues. As both parties have attended and consent to the hearing proceeding, I deem both parties sufficiently served as per section 90 of the Act.

### Preliminary Issue(s)

Discussions between the parties clarified that the tenant's request for an order for the landlord to comply with the Act; a request for a monetary order for the cost of emergency repairs and a reduction in rent for repairs not provided were unrelated to the

issue of the 10 Day Notice. 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.” In this regard I find that the tenant has applied for a monetary order for money owed or compensation, for an order for the landlord to comply with the Act and for an order authorizing a reduction in rent for repairs or service not provided. As these sections of the tenant’s application are unrelated to the main section which is to cancel the notice to end tenancy issued for unpaid rent, 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 10 Day Notice?

Is the tenant entitled to a monetary order for recovery of the filing fee?

#### Background, Evidence and Analysis

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 both the tenant’s claim and the landlord’s cross claim and my findings around each are set out below.

This tenancy began on June 16, 2018 on a fixed term tenancy ending on June 15, 2019 and then thereafter on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated June 8, 2018. The monthly rent is \$1,920.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$960.00 was paid.

Both parties confirmed that the landlord served the tenant with a 10 Day Notice to End Tenancy issued for Unpaid Rent (the 10 Day Notice) dated December 18, 2018 in person on December 18, 2018. The 10 Day Notice sets out that the tenant failed to pay rent of \$5,480.00 that was due on December 1, 2018. The 10 Day Notice sets out an effective end of tenancy date of December 27, 2018.

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:

The landlord agreed to withdraw the 10 Day Notice to End Tenancy for Unpaid Rent dated December 18, 2018.

The tenant agreed to cancel his entire application for dispute in its entirety to include the original requests for monetary claim for the cost of emergency repairs, an order for the landlord to comply and a reduction in rent for repair or facilities agreed upon but not provided.

The tenant agreed to pay to the landlord \$4,000.00 for all rent arrears up to the date of this hearing on February 7, 2019, by the end of February 7, 2019.

The tenant agrees to provide to the landlord copies of receipts/invoices regarding the “clean-up” of the property.

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 by the tenant.

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 a monetary order in the landlords favour in the amount of \$4,000.00. I deliver this Order to the landlord in support of the above agreement for use in the event that the tenant(s) do not abide by the terms of the above settlement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: February 07, 2019

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Residential Tenancy Branch