



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNC, FFT, LRE, OLC, RP, RR

### **Introduction:**

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the one month Notice to End Tenancy dated April , 2019
- b. An order to recover the cost of the filing fee
- c. An order suspending or setting conditions on the landlord's right to enter the rental unit
- d. An order that the landlord comply with the Act, regulations and/or tenancy agreement.
- e. A repair order
- f. An order for the reduction of rent for repairs, services or facilities agreed upon but not provided

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was served on the Tenant by posting on July 24, 2019. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord.

### **Preliminary Matters:**

The tenant requested an adjournment of this matter and sought an in person hearing on the basis that he failed to provide all of the evidence that he wished to provide and he had medical issues that prevented him from doing so. The tenant failed to provide evidence of the medical issues. I determined the tenant failed to provide sufficient

evidence to establish that it was appropriate to grant an adjournment or an in person hearing. As a result I dismissed the request for an adjournment and an in person hearing.

However, section 2.3 of the Rules of Procedure provides as follows: "Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply." I determined the following issues do not relate to the application to cancel the one month Notice to End Tenancy and as a result I dismissed those claims with leave to re-apply.

- c. An order suspending or setting conditions on the landlord's right to enter the rental unit
- d. An order that the landlord comply with the Act, regulations and/or tenancy agreement.
- e. A repair order
- f. An order for the reduction of rent for repairs, services or facilities agreed upon but not provided

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated July 24, 2019?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on August 1, 2016. The present rent is \$710. The parties agreed that the tenant paid a security deposit of \$330 on August 1, 2016.

Settlement:

Rather than proceed with the litigation relating to the end of the tenancy the parties entered into a negotiation and eventually reached a settlement. The parties asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agree to end the tenancy on December 31, 2019.
- b. The parties request that the arbitrator issue an Order of Possession for December 31, 2019.

- c. The parties agree that the tenant can apply the security deposit in the sum of \$330 to the rent for December leaving a balance owing for December of \$380.
- d. The landlord shall provide the Tenant with a letter of reference the states that the tenant has paid the rent on time when due since the start of the tenancy.

Order for Possession:

As a result of the settlement I granted an Order of Possession effective December 31, 2019. I dismissed the claim for the cost of the filing fee as it was not part of the settlement.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

**This decision is final and binding on the parties.**

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: October 08, 2019

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Residential Tenancy Branch