



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPITAL ENTERPRISES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the tenant: CNC CNR MNDCT OLC RP PSF RR FFT
For the landlord: OPRM-DR OPR-DR

Introduction

This hearing was convened as a result of the cross-applications of the parties for dispute resolution under the *Residential Tenancy Act* (the Act).

The tenant and the owner of the landlord company, KL (owner) attended the teleconference hearing. The parties were affirmed, and the hearing process was explained to the parties. The parties were provided an opportunity to ask questions about the hearing process. The parties confirmed that they had been served with the applications and evidence from the other party.

Preliminary and Procedural Matters

Firstly, by consent of the parties, the name of the landlord was amended pursuant to section 64(3)(c) of the Act to reflect the corporate landlord name.

Secondly, rule 2.3 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) authorizes me to dismiss unrelated disputes contained in a single application or cross-application. In this circumstance the tenant indicated several matters of dispute on their application, the most urgent of which is the application to cancel a 10 Day Notice and a 1 Month Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to cancel the 10 Day Notice and 1 Month Notice, and the tenant's filing fee. The balance of the tenant's application is dismissed, with leave to re-apply.

Thirdly, during the hearing, the tenant confirmed that they had already vacated the rental unit as of February 28, 2020, which is after both of their applications were filed. As a result, the tenant's application to cancel the 10 Day Notice and 1 Month Notice is dismissed in full without leave to reapply, as I find that portion of the tenant's application is now moot. I do grant the tenant leave to reapply for their monetary claim; however, as indicated above.

Given the above, the landlord's claim for unpaid rent was considered at this hearing.

Settlement Agreement

During the hearing, the parties agreed to settle the matter I have considered regarding unpaid rent as follows:

1. The parties agree that the tenant owes the landlord **\$1,250.00** for the unpaid portion of January 2020 rent.
2. The parties agree that the \$100.00 filing fee of the landlord for this application has been paid by the tenant by offsetting the \$100.00 filing fee owed by the landlord on previous RTB file 31061387.
3. The parties agree that #1 will be paid in 3 installments by the tenant to the landlord as follows:
 - a. April 17, 2020 of \$400.00
 - b. May 15, 2020 of \$400.00
 - c. June 12, 2020 of \$450.00And that all payments will be paid online via direct bank transfer as discussed during the hearing.
4. The landlord is granted a monetary order pursuant to section 67 of the Act in the amount of \$1,250.00, which will be of no force or effect if the tenant complies with #3 above in full.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

I order the parties to comply with the terms of their settlement agreement described above.

The tenant is at liberty to reapply for their monetary claim, as indicated above. I do not grant either filing fee for the two applications of the tenant before me as the tenant was not successful disputing either Notice and instead, vacated the rental unit on February 28, 2020.

This decision will be emailed to both parties.

The monetary order will be emailed to the landlord only for service on the tenant, if necessary. Should the landlord require enforcement of the monetary order, the order must be first served on the tenants with a demand for payment letter and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: March 31, 2020

Residential Tenancy Branch