



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNR, LRE, FFT

### Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, for an Order suspending or setting conditions on the Landlord's right to enter the rental unit, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that the Dispute Resolution Package and evidence he submitted to the Residential Tenancy Branch was sent to the Landlords by registered mail, although he cannot recall the date of service. The male Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On February 02, 2021 the Landlord submitted evidence to the Residential Tenancy Branch. The male Landlord stated that this evidence was posted on the Tenant's door on January 31, 2020. The Tenant stated that he has had enough time to consider the Landlord's evidence and it was accepted as evidence for these proceedings.

Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth at these proceedings.

### Issue(s) to be Decided

Should the Notice to End Tenancy for Unpaid Rent be set aside?  
Is there a need to suspend or set conditions on the Landlord's right to enter the unit?

### Background and Evidence

At the outset of the hearing the Tenant stated that he wished to withdraw his Application for Dispute Resolution. The male Landlord stated that he did not agree that the Application for Dispute Resolution should be withdrawn.

I note that English is not either Landlord's first language and it is entirely possible that the Landlords did not fully understand the request being made by the Tenant.

The Landlord and the Tenant agree that the rental unit was vacated on January 31, 2021. The Landlord and the Tenant agree that the Tenant still has a key to the rental unit; that they have agreed that the Tenant will be returning to the unit to make repairs; and that the Tenant will return the key to the unit on February 08, 2021.

When the male Landlord was asked why he did not want the Tenant to withdraw the Application for Dispute Resolution, given the unit had been vacated, he explained that the Tenant still owes rent. The Landlord was advised that he has the right to file his own Application for Dispute Resolution for any money he believes the Tenant owes to the Landlord.

### Analysis

As this rental unit has been vacated and the parties have an agreement that the Tenant can return to the rental unit until February 08, 2021 for the purposes of making repairs, I find it reasonable to permit the Tenant to withdraw this Application for Dispute Resolution.

The Landlords retain the right to file an Application for Dispute Resolution in which they claim compensation for any money they believe is owed by the Tenant.

### Conclusion

The Application for Dispute Resolution is 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: February 05, 2021