



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR-S

Introduction, Preliminary and Procedural Matters-

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- an order of possession of the rental unit pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) served to the tenant;
- a monetary order for unpaid rent; and
- authority to keep the tenant's security deposit to use against a monetary award.

The landlord and the tenant attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

The landlord's application for dispute resolution listed the tenant only using his given name, "J". The tenant's last name was not listed. The landlord said she did not know the tenant's last name.

There was not a written tenancy agreement for this tenancy and the documents presented by the landlord, which included a copy of the Notice and proof of service listed the name of J as the tenant/respondent.

The tenant confirmed his last name at the hearing.

As to the issues in the landlord's application, the parties agreed to a settlement of possession of the rental unit, which is recorded below.

I informed the landlord I would not proceed with the portion of her application for a monetary compensation from the tenant for unpaid monthly rent and to keep the tenant's security deposit.

This decision was made based upon the landlord's lack of sufficient particulars of their claim for compensation, as is required by section 59(2)(b) of the Act. Additionally, Rule 2.5 of the Residential Tenancy Branch Rules of Procedure (Rules) states that the applicant must submit a detailed calculation of any monetary claim being made and copies of all other documentary and digital evidence to be relied on in the proceeding. The applicants are provided with instructions in the application package as to these evidence requirements.

The landlord failed to provide a detailed calculation in her application and in response to my inquiry at the hearing, the landlord was unclear on which months the tenant failed to pay rent. Additionally, the tenant disagreed with the amount of monthly rent he paid and there were no receipts issued.

I therefore determined that it would be prejudicial and procedurally unfair to the tenant in the absence of particulars that set out how the landlord arrived at the amount being claimed.

I **dismiss** the landlord's monetary claim and authority to retain the tenant's security deposit, **with leave to reapply**.

Settlement and Conclusion

The parties confirmed their intent to settle the issue of possession of the rental unit and that I would record their settlement. The terms of the settlement are as follows.

1. The tenancy shall end at or by 1:00 p.m. on April 30, 2021.
2. The landlord is granted an Order of Possession effective at 1:00 p.m. on April 30, 2021. This Order must be served on the tenant and may be enforced in the Supreme Court of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision containing the recorded settlement of the parties 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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: April 26, 2021

Residential Tenancy Branch