



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding THE SALTSPRING ISLAND BANK and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MT, CNR, RR, RP, OLC, MNDCT, FF

### Introduction

On July 13, 2021, the Tenant made an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") requesting more time to cancel a notice to end tenancy and to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The Tenant also applied for the following relief:

- for a rent reduction.
- for an order for repair of the rental unit.
- for money owed or compensation for damage or loss.
- for an order for the Landlord to comply with the Act, regulation, or tenancy agreement.

The matter was set for a conference call hearing. The Tenant and Landlord attended the teleconference hearing.

At the start of the hearing, I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. For example, if a party has applied to cancel a notice to end tenancy, or is applying for an order of possession, an Arbitrator may decline to hear other claims that have been included in the application and the Arbitrator may dismiss such matters with or without leave to reapply.

I find that the most important matter to determine is whether or not the tenancy has ended based on a fundamental breach of the tenancy agreement regarding payment of rent.

The Tenant's remaining claims are dismissed with leave to reapply.

#### Issues to be Decided

- Did the Landlord issue the Tenant a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities?
- Should the Tenant be granted more time to dispute a notice to end tenancy?
- Is the tenancy ending based on a breach of the tenancy agreement regarding unpaid rent?

#### Background and Evidence

The parties testified that the tenancy began on November 30, 2016. Rent in the amount of \$465.00 is due to be paid to the Landlord by the first day of the month.

#### Settlement Agreement

At the start of the hearing, the parties agreed to settle this dispute, on the following conditions:

1. The parties agreed that the tenancy will end on **December 31, 2021**.
2. The parties agreed that the Landlord is granted an order of possession effective **December 31, 2021, at 1:00 p.m.**
3. The parties agreed that the Landlord is granted a monetary order for unpaid rent in the amount of \$6,625.00.
4. The parties agreed that they will make no further dispute resolution claims against each other with respect to this tenancy.
5. The Landlord withdraws the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated July 6, 2021 as part of this mutually settled agreement.
6. The Tenant withdraws her application to dispute the 10 Day Notice as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

### Conclusion

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

The Landlord has been granted an order of possession effective December 31, 2021, at 1:00 p.m. For enforcement, this order must be served on the Tenant and may be filed in the Supreme Court of British Columbia 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: November 04, 2021

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Residential Tenancy Branch