



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Skylark Realty Inc
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for an order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55.

The tenant attended the hearing, and the landlord was represented at the hearing by property manager, PS (“landlord”). The tenant advised that he was not accompanied by an interpreter for the hearing, and I advised the tenant that it was his responsibility to make arrangements to secure and pay for, if necessary, an interpreter. The tenant advised me that he understood.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure (“Rules”) and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the *Act*.

Each party was administered an oath to tell the truth and they both confirmed that they were not recording the hearing.

At the commencement of the hearing, the parties both agreed that the tenancy ended, however the last day of the tenancy is disputed between them. The landlord advised me that he has filed an application seeking compensation for unpaid rent and utilities and that a hearing date of July 5, 2022 has been set for that dispute. The file number for the July 5th hearing is recorded on the cover page of this decision. The landlord asked that I cross his application to be heard with the application before me and I declined to do so as the principles of natural justice would be breached if I were to deny

the tenant the opportunity to upload and exchange evidence in accordance with Rule 3 of the Residential Tenancy Branch Rules of Procedure.

However, section 63 of the *Act* states that the director may assist the parties, or offer the parties an opportunity, to settle their dispute and that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order. I attempted to mediate a settlement between the parties regarding the last day of the tenancy and the amount of rent, if any, was owing to the landlord. The parties were not able to come to an agreement of these issues and I advised them that a final, binding and enforceable decision would be made by the arbitrator assigned to the July 6th hearing. Both parties testified they understood.

Conclusion

Pursuant to section 44(1)(f), I find that the tenancy has ended. I make no finding as to the date the tenancy ended.

The tenant's application seeking to dispute the landlord's notice to end tenancy is no longer a dispute that may be determined under Part 5 of the *Residential Tenancy Act*, and I dismiss the application without leave to reapply pursuant to section 62(4).

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: March 17, 2022

Residential Tenancy Branch