



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OLC**

CNR, OLC, LRE, FFT

Introduction

This hearing dealt with two applications filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for:

- An order for the landlord to comply with the *Act*, regulations or tenancy agreement pursuant to section 62;
- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55;
- An order for the landlord to comply with the *Act*, regulations or tenancy agreement pursuant to section 62;
- An order suspending the landlord’s right to enter the rental unit pursuant to section 70; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant AK attended the hearing. The landlord JS attended the hearing and was accompanied by her son, IS who acted as her agent. The landlord acknowledged service of the tenant’s two applications for dispute resolution and the tenant acknowledged service of the landlord’s evidence. Neither party indicated they had issues with timely service of documents.

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.

Preliminary Issue

At the commencement of the hearing, the tenant testified that she moved out of the rental unit on or about February 17, 2022. The landlord acknowledges it happened around this date as the utilities were disconnected on this date. The landlord testified he does not require an Order of Possession. The landlord acknowledges rent for the month of January, 2022 was received. The landlord does not seek to recover rent for the first 17 days of February.

As this tenancy has ended, the parties are no longer in a landlord/tenant relationship. Consequently, the tenant's application for dispute resolution no longer discloses a dispute that may be determined under part 5 of the *Residential Tenancy Act* and I dismiss it without leave to reapply pursuant to section 62(4).

Settlement Reached

The parties indicated that they were open to resolving future disputes that may come up in relation to this tenancy. Pursuant to section 63 of the *Act*, the parties achieved a resolution of all potential issues that may have arisen from this tenancy.

1. The parties agree that the tenancy ended on or about February 17, 2022.
2. The tenant agrees that the landlord may retain the tenant's security deposit in the amount of \$600.00.
3. The landlord agrees that the landlord will not file any disputes against the tenant in relation to this tenancy.
4. The tenant also agrees that the tenant will not file any disputes against the landlord in relation to this tenancy.
5. The tenant agrees that the landlord may dispose of any items she left behind at the end of the tenancy.

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the *Act*, the filing fee will not be recovered.

Conclusion

The tenant's application is dismissed without leave to reapply.

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 21, 2022

Residential Tenancy Branch