



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, RP, RR, PSF, FFT

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on March 10, 2022 (the “Application”). The Tenant applied as follows:

- To dispute a 10 Day Notice to End Tenancy Issued for Unpaid Rent or Utilities (the “Notice”)
- For a repair order
- To reduce rent for repairs, services or facilities agreed upon but not provided
- For an order that the Landlord provide services or facilities required by the tenancy agreement or law
- To recover the filing fee

The Tenant and Agent for the Landlord (the “Agent”) appeared at the hearing. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

The parties agreed the Tenant moved out of the rental unit in April of 2022. The Tenant sought to proceed with the hearing on the issue of return of the security deposit. I told the Tenant I could not consider a request for return of the security deposit because the Tenant must apply for this, and this is not included in the Application. The Tenant then sought to withdraw the Application.

The Agent agreed to the Application being withdrawn; however, the Agent advised that the Tenant owes for two months of rent and the Landlord is seeking to come to a settlement agreement about the security deposit and unpaid rent. I explained to the

parties that the dispute of the Notice does raise the issue of whether the Landlord is entitled to a Monetary Order for unpaid rent pursuant to section 55(1.1) of the *Residential Tenancy Act* (the “*Act*”) and therefore I would consider this issue. I went through further preliminary matters with the parties and then raised the settlement option.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence. The Agent confirmed receipt of the hearing package. The Agent testified that the Landlord did not receive the Tenant’s evidence. The Tenant testified that their evidence was served on the Landlord in person. The Tenant confirmed receipt of the Landlord’s evidence.

I do not find it necessary to make findings about admissibility of the Tenant’s evidence because the parties came to a settlement agreement and therefore, I have not considered any of the documentary evidence submitted, other than the tenancy agreement.

A written tenancy agreement was submitted and there was no issue that there was a tenancy agreement between the parties in relation to the rental unit.

Given the Agent’s request to come to a settlement agreement about rent owing and the security deposit, I explained the settlement option to the parties pursuant to section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear and decide the issue of whether the Landlord is entitled to a Monetary Order for unpaid rent. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear and decide the issue. If they did come to an agreement, I would write out the agreement in my written decision which would become a final and legally binding agreement meaning the parties could not change their mind about it later.

The parties came to the settlement agreement outlined below.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they are agreeing to the settlement voluntarily.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Tenant withdraws the Application.
2. The Tenant owes the Landlord for March and April 2022 rent. The Landlord can keep the \$450.00 security deposit towards this unpaid rent. The Landlord waives their right to collect the remaining unpaid rent for March and April 2022.
3. Neither party will file any further Applications for Dispute Resolution with the RTB in relation to this tenancy.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: June 24, 2022

---

Residential Tenancy Branch