



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR-MT, OLC
RR, MNDCT, CNR**

Introduction

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

The first application dealt with:

- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55;
- Leave to have the application heard after the time to dispute the notice to end tenancy has passed pursuant to section 66; and
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62.

The second application dealt with:

- An order for a reduction of rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- A monetary order for damages or compensation pursuant section 67; and
- 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 by an agent, ST(“landlord”). The landlord acknowledged service of both applications; the tenant acknowledged service of the landlord’s evidence. Neither party raised concerns with timely service of documents.

At the commencement of the hearing, both parties acknowledged that the tenancy ended on August 2nd when the keys were returned to the landlord. Pursuant to section 44(1)(f), I find the tenancy ended on August 2, 2022. Consequently, the tenant’s applications seeking to cancel the notice to end tenancy are dismissed, as are the

applications seeking more time to dispute the notice to end tenancy and the application seeking an order for the landlord to comply with the Act.

The tenant acknowledged that her application seeking a rent reduction and the application for a monetary order are for the same issue, an overpayment of the hydro utility.

Settlement Reached

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

1. The parties agreed that the landlord will return \$428.00 to the tenant. The tenant acknowledged during the hearing that the funds were received.
2. The parties agree that the landlord may retain the tenant's security deposit of \$750.00 and that neither party will file an application for dispute resolution against the other regarding this 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.

Conclusion

Pursuant to section 44(1)(f), I find the tenancy ended on August 2, 2022. Consequently, the tenant's applications seeking to cancel the notice to end tenancy are dismissed, as are the applications seeking more time to dispute the notice to end tenancy and the application seeking an order for the landlord to comply with the Act.

Pursuant to section 63, the remainder of the tenant's application was settled in the above noted terms.

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: October 14, 2022