



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR, MNDCT, PSF, OLC, FFT**

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;
- A monetary order for damages or compensation pursuant section 67;
- An order that the landlord provide services or facilities required by the tenancy agreement pursuant to section 27;
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The landlord and both tenants attended the hearing. The landlord acknowledged service of the tenant's Notice of Dispute Resolution Proceedings and did not have any 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 Issues

The tenants named CL, a person not identified on the tenancy agreement as a landlord as a respondent in this proceeding. The person named on the tenancy agreement, YL was not named as a respondent. The person attending the hearing, named as a landlord on the application for dispute resolution, KZ testified that YL is his mother and

CL is his mother's assistant, unrelated to YL. KZ testified that he owns the rental unit and acknowledged that if any monetary order should arise from this hearing that he is responsible for it. Based on the landlord's testimony, the second named respondent, CL's name was removed from the tenant's application for dispute resolution pursuant to section 64(3) of the Act.

The tenants testified that they moved out of the rental unit on September 30, 2022. Consequently, I find the tenancy ended on that day pursuant to section 44(1)(f). As this tenancy has ended, and the parties are no longer bound by a landlord/tenant relationship, the following portions of the tenants' claim are dismissed without leave to reapply:

- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55;
- An order that the landlord provide services or facilities required by the tenancy agreement pursuant to section 27;
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62; and

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 agree that the landlord has transferred the amount of \$1,650.00 to the tenants in full and final satisfaction of this application. During the hearing, the tenants acknowledged receipt of the funds.
2. The parties agree that neither party can file any further disputes with the Residential Tenancy Branch regarding this tenancy.
3. The tenants assured the landlord and the arbitrator that they will not commence any actions against the landlord in a court of law.

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

This dispute was settled in the terms recorded pursuant to section 63 of the Act.

This settlement is legal, final and binding and is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 30, 2023

Residential Tenancy Branch