



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **OPU-DR, MNU-DR, FFL
CNR, CNC, RP**

Introduction

This hearing dealt with applications filed by both the landlord and the tenant pursuant to the Residential Tenancy Act.

The landlord applied for:

- An order of possession following the issuance of a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities that was not disputed, pursuant to section 55;
- A monetary order for unpaid rent and/or utilities by direct request pursuant to section 55; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant applied for:

- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55;
- An order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 47 and 55; and
- An order for repairs to be made to the unit, site or property pursuant to section 32

The landlord and the tenant CW both attended the hearing. Neither party took issue with being served with the other's Notice of Dispute Resolution Proceedings and I find they were both served in accordance with section 89 of the Act.

At the commencement of the hearing, both parties agreed that the tenancy had ended in February. The tenant stated it was February 21st and the landlord stated it was February 28th. In any event, the landlord acknowledged that she does not require an Order of Possession as she has regained possession of the rental unit. Consequently, the landlord's application seeking an Order of Possession is dismissed and the tenant's

application seeking to cancel the landlord's two notices to end tenancy is likewise dismissed. The tenant's application seeking an order for repairs is also dismissed as the tenant no longer resides in the rental unit.

Preliminary Issue

At the beginning of the hearing, the tenant sought an adjournment of the hearing due to illness. I denied the tenant's request as the tenant provided no documentation to support his request or to satisfy me that he sought the landlord's consent to adjourn.

The landlord made an oral application seeking to amend her claim to include an additional month's rent from the tenant. I denied this application as I found it would be procedurally unfair to bring on this amendment without providing the tenant the opportunity to prepare a defence to it. I advised the landlord that if she wished to pursue an additional claim against the tenant, she would be required to file another application for dispute resolution, serve the tenant with the application and evidence and prove her claim at a future dispute resolution hearing.

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute with the following terms:

1. The parties agree the tenancy ended on February 28, 2023.
2. The landlord may retain the tenants' security deposit and pet damage deposit in lieu of paying rent for February 2023.
3. The landlord is entitled to payment for the hydro utility in the amount of \$449.00 and the landlord is entitled to a monetary order in that amount.

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*, neither party's filing fee will be recovered as this dispute was settled by agreement.

Conclusion

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of **\$449.00**.

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: June 01, 2023

Residential Tenancy Branch