



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0963153 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNR, MNDCT, RR, RP, PSF, LRE, FFT; CNR, MNDCT, RP, LRE**

Introduction

This hearing dealt with two applications by the tenant under the *Residential Tenancy Act* (the Act) for the following:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice") dated March 7, 2024 pursuant to section 46;
- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice") dated April 1, 2024 pursuant to section 46;
- A monetary order for compensation for damage or loss under the Act, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement pursuant to section 67 of the Act;
- An order to reduce the rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- An order requiring the landlord to carry out repairs pursuant to section 32;
- An order requiring the landlord to provide services or facilities required by the tenancy agreement or law pursuant to section 62(3);

- An order to restrict or suspend the landlord's right of entry pursuant to section 70.

Service

No issues of service were raised.

I find each party served the other in compliance with the Act.

Severance

The tenant's application included unrelated claim(s) in addition to the tenant's application to dispute the landlord's 10 Day Notice.

Rule 2.3 of the *Residential Tenancy Branch Rules of Procedure* states that claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

I find that the tenant's primary application pertains to disputing a notice(s) to end tenancy. I find that the additional claim(s) are not related to whether the tenancy continues.

Therefore, all the tenant's claims except for the application to dispute the landlord's Notice(s) are dismissed with leave to reapply.

The tenant may reapply for these claims subject to any applicable limits set out in the Act, should the tenancy continue.

Settlement – End of Tenancy

Before the conclusion of this hearing, the parties settled the issue of the ending of the tenancy.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement

may be recorded in the form of a Decision or an Order. This settlement agreement was reached in accordance with section 63.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute with respect to the ending of the tenancy and the following records this settlement as a Decision:

The parties agreed as follows:

- 1) The tenancy between the parties will end at 1:00 PM on April 30, 2024, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.

In support of the agreement described above, the landlord is granted an Order of Possession effective 1:00 PM on April 30, 2024, and after service on the tenant. The landlord may serve and enforce this Order if the tenant fails to move out as specified above.

The Order of Possession may be filed and enforced as an Order of the Supreme Court of British Columbia.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act.

The Arbitrator reviewed the terms of the settlement with the parties; both parties stated they understood and agreed to the terms.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for outstanding rent?

Background and Evidence

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Tenancy

The parties agreed that this tenancy began on November 15, 2015, with a monthly rent of \$1,816.53, due on first day of the month, with a security deposit in the amount of \$775.00 and a pet deposit in the same amount.

The tenant agreed outstanding rent is \$3,633.06.

The landlord claimed a Monetary Order for outstanding rent in this amount.

Tenant's Evidence

The tenant's agent stated he is the tenant's son. The tenant refused to pay the outstanding rent as the tenant claimed they are entitled to damages from the landlord because of repairs needed to the unit. As well, because of the tenant's illness and difficult circumstances, the tenant was unable to pay rent for the last two months.

10 Day Notices

The parties agreed as follows:

1. The landlord issued a 10 Day Notice for \$1,816.53 dated March 7, 2024 and another 10 Day Notice dated April 1, 2024.
2. A copy of the notices were submitted which are in the standard RTB form.
3. The tenant acknowledged service on by posting to the door on March 7, 2024 and April 1, 2024, thereby effecting service three days later of March 10, 2024 and April 4, 2024..
4. The effective date of the notice was March 17, 2024, corrected to March 20, 2024. The effective date of the second note was April 4, 2024.

5. The tenant applied to dispute the first notice within the 5-day period, on March 12, 2024. The tenant applied to dispute the second notice within the 5-day period, on April 5, 2023.
6. The tenant has made no payment on the amount owing on either notice.
7. The tenant has not made the rent payment due for April 1, 2024.
8. The current outstanding amount owing by the tenant is \$3,633.06,

Analysis

As agreed by the parties, I grant the landlord an Order of Possession effective April 30, 2024.

The tenant acknowledged owing rent of \$3,633.06. I have dismissed the tenant's unrelated claims with leave to the tenant to reapply.

In the meantime, I am required under section 55(1)(1.1) to grant the landlord an award for outstanding rent. Accordingly, I grant the landlord an award of \$3,633.06.

The tenant may apply for dispute resolution for the dismissed claims. However, the issue of the outstanding rent is now decided.

Conclusion

I grant the landlord an Order of Possession which must be served on the tenant. The Order of Possession may be filed and enforced in the courts of the Province of BC.

I grant the landlord a Monetary Order in the amount of \$3,633.06. This Monetary Order must be served on the tenant and may be filed and enforced in the courts of the Province of BC.

The remainder of the tenant's applications are dismissed with leave to reapply except for the application for reimbursement of the filing fee which 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: April 22, 2024

Residential Tenancy Branch