



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding LOWER SIMILKAMEEN COMMUNITY SERVICES
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC, CNR, OLC, DRI, PSF, LRE, LAT, MNSD, OFT, OPR, MNR, FFL, FFT

Introduction

This hearing was convened in response to cross applications.

The Tenant filed an Application for Dispute Resolution in which the Tenant applied:

- To cancel a One Month Notice to End Tenancy for Cause
- To cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities
- For an Order requiring the Landlord to comply with the Act, Regulation, or tenancy agreement
- For an Order suspending or setting conditions on the Landlord's right to enter the rental unit
- For an Order allowing the Tenant to change the locks
- For an Order requiring the Landlord to provide services or facilities
- For a finding that the tenancy agreement was frustrated
- For a return of the security deposit.

The Landlord filed an Application for Dispute Resolution in which the Landlord applied:

- For a Monetary Order for Unpaid Rent
- For an Order of Possession on the basis of a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities
- To recover the fee for filing an Application for Dispute Resolution.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. The participants affirmed they would not record any portion of these proceedings.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

DH stated that the Tenant's Proceeding Package was personally delivered to the Landlord's business office on September 13, 2024. SM acknowledged delivery of these documents. I therefore find these documents were served in accordance with section 89 of the Act.

SM stated that the Landlord's Proceeding Package was personally served to the Tenant on September 12, 2024. DH confirmed these documents were received by the Tenant. I therefore find these documents were served in accordance with section 89 of the Act.

Service of Evidence

On March 01, 2024, September 06, 2024, and September 14, 2024, the Tenant submitted evidence to the Residential Tenancy Branch. DH stated that he thinks this evidence was served to the Landlord with the Tenant's Proceeding Package. SM acknowledged receipt of the evidence and it was accepted as evidence for the proceedings.

In September of 2024, the Landlord submitted evidence to the Residential Tenancy Branch. SM stated that this evidence was served to the Tenant with the Landlord's Proceeding Package. DM acknowledged receipt of this evidence and it was accepted as evidence for these proceedings.

On October 03, 2024, the Landlord submitted evidence to the Residential Tenancy Branch. SM stated that this evidence was served to the Tenant either by email or in person, on an unknown date. DM does not know if this evidence was received by the Tenant. I find the Landlord submitted insufficient evidence to establish this evidence was served to the Tenant so it was not accepted as evidence for these proceedings.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause be set aside or cancelled?

Should the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities be set aside or cancelled?

Is the Landlord entitled to an Order of Possession?

Is there a need for an Order requiring the Landlord to comply with the Act, Regulation, or tenancy agreement?

Is there a need for an Order suspending or setting conditions on the Landlord's right to enter the rental unit?

Is there a need for an Order allowing the Tenant to change the locks?

Is there a need for an Order requiring the Landlord to provide services or facilities?

Has the tenancy agreement been frustrated?

Is the Landlord entitled to a Monetary Order for unpaid rent?

Is the Landlord entitled to recover the fee for filing an Application for Dispute Resolution from the Tenant?

Should the security deposit be returned to the Tenant?

Background and Evidence

Prior to discussing any of the terms of the tenancy agreement or the issues in dispute at these proceedings, the Landlord and the Tenant mutually agreed to resolve all issues in dispute at these proceedings under the following terms:

- the parties agree the tenancy ended on September 30, 2024
- no money will be paid to either party for any rent due or for any other claims made in these Application for Dispute Resolution
- the security deposit will be retained by the Landlord.

This agreement was summarized for the parties on at least two occasions. DH and SM each clearly indicated they agreed to resolve this dispute under these terms.

DH and SM each acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and legally binding.

Analysis

I find all issues in dispute at these proceedings have been settled, in accordance with section 63 of the Act.

Conclusion

All issues in dispute at these proceedings have been settled in accordance with the aforementioned 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 *Act*.

Dated: October 18, 2024

Residential Tenancy Branch