



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes

CNC-MT, OLC, CNR, MNDCT, FFT

Introduction

This hearing was convened in response to two Applications for Dispute Resolution, both of which were filed by the Tenant.

In the first Application for Dispute Resolution, the Tenant applied to cancel a One Month Notice to End Tenancy for Cause (One Month Notice), for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)*, the *Residential Tenancy Regulation*, or the tenancy agreement, and to recover the fee for filing the Application for Dispute Resolution.

In the second Application for Dispute Resolution, the Tenant applied to cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities (Ten Day Notice), for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)*, the *Residential Tenancy Regulation*, or the tenancy agreement, for a Monetary Order for money owed or compensation for damage or loss, and to recover the fee for filing the 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)

AM stated that the first Application for Dispute Resolution and Proceeding Package was sent to the Landlord by email, on February 24, 2025.

AM stated that the second Application for Dispute Resolution and Proceeding Package was sent to the Landlord by email, on March 05, 2025.

MK stated that the Proceeding Packages which were sent by email were not received by the Landlord, who is out of the country and who does not check that email address regularly.

MK stated that on February 21, 2025, the Tenant informed MK, via text message, that the first Application for Dispute Resolution had been filed. MK stated that on March 04, 2025, the Tenant informed MK, via text message, that the second Application for Dispute Resolution had been filed.

MK and AM agree that on March 05, 2025, MK asked AM to send the hearing packages to the Landlord by email. The parties agree that both Proceeding Packages were mailed to the Landlord on March 20, 2025.

MK stated that the Proceeding Packages were received on March 26, 2025, and that the Landlord is prepared to proceed with the hearing.

On the basis of the undisputed evidence, I find that the Landlord received both Proceeding Packages on March 26, 2025. As the MK indicated the Landlord was prepared to proceed, the hearing proceeded in spite of the late service of these documents.

Service of Evidence

On February 21, 2025, February 27, 2025, and March 04, 2025, the Tenant submitted evidence to the Residential Tenancy Branch. AM stated this evidence was mailed to the Landlord with the Proceeding Packages on March 20, 2025. MK acknowledged receipt of the evidence.

As MK stated that they have had sufficient time to consider the Tenant's evidence, it

was accepted as evidence for the proceedings.

On March 12, 2025, the Landlord submitted evidence to the Residential Tenancy Branch. MK stated that this evidence was posted on the Tenant's door on March 13, 2025. AM acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

On March 18, 2025, the Landlord submitted evidence to the Residential Tenancy Branch. MK stated that this was a duplicate of evidence served to the Tenant on March 13, 2025. As this was a duplicate submission, there was no need to determine if it was served to the Tenant.

Issues to be Decided

Should the Tenant be granted more time to apply to cancel the One Month Notice, served pursuant to section 47 of the Act, be set aside? If so, should the One Month Notice be set aside?

Should the Ten Day Notice, served pursuant to section 46 of the Act, be set aside?
Is the Tenant entitled to compensation associated to being served with the One Month Notice?

Is the Tenant entitled to recover the fee for filing either of these Applications for Dispute Resolution?

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

Is the Tenant entitled to a Monetary Order?

Background and Evidence

After considerable discussion, AM and MT mutually agreed to resolve all issues in dispute at these proceedings.

Not everything discussed at the hearing will be recorded here, however the parties agreed that:

- this tenancy began on August 01, 2024
- the tenancy is for a fixed term, the fixed term of which ends on July 31, 2025

- rent of \$1,350.00 is due by the first day of each month
- a One Month Notice for Cause was served to the Tenant
- the Landlord agreed that rent was not due for February of 2025, if the unit was vacated by February 28, 2025
- the rental unit has not been vacated
- although rent was paid for February of 2025, that money was returned by the Landlord
- rent has not been paid for March of 2025
- a Ten Day Notice was posted on the door of the rental unit on March 02, 2025
- the Tenant disputed both Notices to End Tenancy.

AM and MT mutually agreed to resolve all issues in dispute at these proceedings under the following terms:

- the tenancy will end, by mutual agreement, on April 30, 2025
- the Tenant will pay \$2,700.00 in rent for February and March of 2025 by April 16, 2025
- the Tenant will not be required to pay rent for April if the outstanding rent of \$2,700.00 is paid by April 16, 2025
- if the outstanding rent is not paid by April 16, 2025, the Tenant will be required to pay rent for April of 2025.

This settlement agreement was repeated on at least two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms.

AM and MK acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

All issues in dispute at these proceedings have been settled in accordance with the aforementioned settlement agreement.

Conclusion

Based on the mutual agreement reached at this hearing, I grant the Landlord a Monetary Order for \$2,700.00. In the event this amount is not paid to the Landlord by

April 16, 2025, this Monetary Order may be served to the Tenant, filed in the Small Claims Court of British Columbia, and enforced as an Order of that Court.

Based on the mutual agreement reached at this hearing, I grant the Landlord an Order of Possession that requires the Tenant to vacate the rental unit by April 30, 2025. This Order may be served on the Tenant, filed in the Supreme Court of British Columbia, and enforced as an Order of that Court.

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.

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Dated: March 26, 2025

Residential Tenancy Branch