



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, FFL

Introduction

This hearing was scheduled to deal with cross applications. The tenant filed to dispute a 10 Day Notice to End Tenancy for Unpaid Rent. The landlord filed for an Order of Possession and Monetary Order or unpaid rent. Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

At the outset of the hearing, I confirmed that the parties had exchanged their respective hearing documents and evidence upon each other, and I admitted the documents into evidence.

I explained the hearing process to the parties and permitted the parties to ask questions about the process.

Procedural Matter

In presenting the landlord's version of events with respect to payment of rent, the landlord's agent acknowledged that the outstanding rent has since been satisfied, albeit more than five days after the 10 Day Notice was served and after the landlord filed its Application for Dispute Resolution; however, the tenant has set up pre-authorized debit so that the landlord may take the rent payments automatically from his bank account, and the landlord no longer intends to end the tenancy for unpaid rent. The landlord did request recovery of the \$100.00 filing fee from the tenant. The tenant stated he wants the tenancy to continue and he agreed to pay the landlord \$100.00 for recovery of the filing fee by the end of January 2020.

Based on the above, I considered the 10 Day Notice dated November 7, 2019 to be withdrawn by mutual consent. I ordered the tenant to pay the landlord \$100.00 by the end of January 2020 and I provide the landlord with a Monetary Order in the amount of \$100.00 to ensure the landlord recovers the filing fee paid for the landlord's application from the tenant.

The landlord's agent enquired as to whether the landlord may enforce a 1 Month Notice to End tenancy for Cause issued against the tenant by way of this proceeding. I informed the parties that I would not amend the applications to deal with a 1 Month Notice as there was no prior

indication from either party that a 1 Month Notice had been served or that either party intended to deal with a 1 Month Notice during this proceeding and I was not provided a copy of a 1 Month Notice by either party. The parties were informed that enforcement or dispute of the 1 Month Notice would have to be addressed by way of another Application for Dispute Resolution. The parties remain at liberty to either withdraw the 1 Month Notice by mutual consent or file another Application for Dispute Resolution to deal with the 1 Month Notice; however, it is important to note that there are time limits for disputing a 1 Month Notice. In ending the teleconference call, the tenant's social worker and the landlord's agent indicated they would contact each other after the hearing ended with respect to dealing with the condition of the rental unit with a view to continuing the tenancy if the rental unit is brought up to a satisfactory condition.

Conclusion

The 10 Day Notice issued on November 7, 2019 has been withdrawn by mutual consent and there are currently no rental arrears.

By consent, the tenant is ordered to pay the landlord \$100.00 for recovery of the filing fee paid by the landlord. The landlord is provided a Monetary Order in this amount to ensure recovery from the tenant.

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: January 10, 2020

Residential Tenancy Branch