



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TOMMY & ANNE INVESTMENT MANAGEMENT  
INC. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, PSF, OLC  
                             CNR, RP, OLC  
                             OPR-DR, MNR-DR, FFL

### Introduction

This hearing was convened by way of conference call concerning applications made by the tenants and by the landlords.

In the first application, the tenants have applied as against an email address of the landlord for an order cancelling a notice to end the tenancy for unpaid rent or utilities; an order that the landlord provide services or facilities required by the tenancy agreement or the law; and for an order that the landlord comply with the *Residential Tenancy Act*, regulation or tenancy agreement.

In the second application, the tenants have applied as against 2 individual landlords for an order cancelling a notice to end the tenancy for unpaid rent or utilities; an order that the landlord make repairs to the rental unit or property; and for an order that the landlords comply with the *Act*, regulation or tenancy agreement.

In the third application, the landlord company has applied by way of the Direct Request process for an order of possession and a monetary order for unpaid rent or utilities and to recover the filing fee from the tenants for the cost of the application, which was referred to this participatory hearing, joined to be heard with the tenants' applications.

An agent for the landlord company attended the hearing with another person for translation purposes. One of the tenants also attended and represented the other named tenant.

At the commencement of the hearing, the landlord indicated that none of the landlord's evidence has been provided to the tenants. Any evidence that a party wishes to rely on must be provided to the other party even if they already have a copy because it is important for all parties to know what is before me. Since the landlord has not done so, none of the landlord's evidence can be considered. The tenants have provided 1 page

only of a 3-page notice to end the tenancy. I alerted the parties that I cannot be satisfied that any notice to end the tenancy given by the landlord is in the approved form, and I decline to grant the landlord an order of possession.

The parties agree that rent is \$2,500.00 per month, and the tenants owe \$7,500.00 for the months of July, August and September, 2023. No rent has been paid for October, 2023, which has increased the arrears.

The parties agreed that the tenants will pay \$7,500.00 by October 10, 2023, and the parties will discuss settling the rent owed for October, 2023. If the tenants do not pay the \$7,500.00 by October 10, 2023 the landlord will be at liberty to serve another 10 Day Notice to End Tenancy For Unpaid Rent or Utilities. If the parties do not arrive at a settlement with respect to unpaid rent for October, 2023 the landlord may serve a notice to end the tenancy.

Since the parties have agreed to settle the balance of the disputes, I decline to issue any orders to either party, and I dismiss the balance of the applications with leave to reapply.

### Conclusion

For the reasons set out above, the landlord's application for an order of possession is hereby dismissed without leave to reapply.

I hereby order the tenants to comply with the settlement agreement with respect to the payment of rental arrears of \$7,500.00 by October 10, 2023.

The balance of all applications before me are dismissed with 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: October 05, 2023

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Residential Tenancy Branch