

## **DECISION**

Dispute Codes      OPR MNR MNDC FF

### **Introduction**

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The tenant applied to cancel a Notice to End Tenancy for Cause, for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for an order directing the landlords to comply with the *Act*, regulation or tenancy agreement, to make emergency repairs for health or safety reasons, to make repairs to the unit, site or property, to provide services or facilities required by law, to suspend or set conditions on the landlord's right to enter the rental unit, to allow access to (or from) the unit for the tenant or the tenant's guests, to allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided, and to recover the filing fee.

The tenant and the landlords attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The parties confirmed receiving the evidence package from the other party and that they had the opportunity to review the evidence prior to the hearing. I find the parties were served in accordance with the *Act*.

### **Preliminary and Procedural Matters**

An occupant, JG, confirmed that she was not listed on the tenancy agreement. As a result, I find JG is an occupant and not a tenant under the *Act*. Accordingly, I have severed JG from the tenant's application as JG does not have standing as a tenant and does not have any rights or obligations under the *Act*.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims in the tenant's Application for Dispute Resolution are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to set aside the Notice to End Tenancy and the tenant's application to recover the filing fee at this proceeding. The balance of the tenant's application is dismissed, with leave to re-apply

### Settlement Agreement

During the hearing, the parties agreed to settle this matter related to the Notice to End Tenancy for Cause, on the following conditions:

1. The tenancy will end on **February 28, 2013 at 1:00 p.m.** and the landlords will receive an order of possession for February 28, 2013 at 1:00 p.m.
2. The landlords will ensure that the tenant has access to her personal belongings in the carport once the tenant provides 24 hours prior notice via telephone to arrange an agreeable time.
3. The tenant waives her right towards the filing fee as part of this settled agreement.
4. The landlords will arrange to have a licensed electrician inspect the electric baseboard heaters in the bathroom and living room by February 1, 2013. If the licensed electrician determines that the heaters are not functional, the landlords will have the heaters replaced as soon as possible.
5. The tenants will provide the measurements of the bathroom and living room electric baseboard heaters to the landlords via text by January 31, 2013 for the purposes of the landlords determining availability for replacement heaters.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

### Conclusion

I grant the landlord an order of possession effective February 28, 2013 at 1:00 p.m. The tenant must be served with the order of possession. This order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I order the parties to comply with the terms of their settled agreement listed above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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*.