



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MNDC

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, and for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

The tenant, a legal advocate for the tenant, a witness for the tenant, the landlord and the spouse of the landlord 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.

Preliminary and Procedural Matters

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 two 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 on this 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 at this proceeding. The balance of the tenant's application which related to the tenant's monetary claim is dismissed, **with leave to re-apply**.

At the outset of the hearing, a legal advocate for the tenant requested an adjournment as the tenant's original legal advocate became ill the day before the hearing. The criteria for granting an adjournment are set out in the Rules of Procedure. The criteria that apply are:

1. the views of the parties;

2. whether the purpose for which the adjournment is sought will contribute to the resolution of the matter in accordance with the objectives set out in Rule 1. Rule 1 notes that the objectives of the Rules of Procedure are to secure a consistent, efficient and just process for resolving disputes;
3. whether the adjournment is required to provide a fair opportunity to be heard, including whether a party has sufficient notice of the hearing;
4. the degree in which the need for an adjournment arises out of the intentional actions or the neglect of a party seeking the adjournment; the possible prejudice to each party.

The landlord did not consent to an adjournment. After considering that the tenant's application is to cancel a 1 Month Notice to End a Tenancy for Cause (the "1 Month Notice") and that the monetary claim has been severed under section 2.3 of the Rules of Procedure, I declined the request for an adjournment. My reasoning for declining the adjournment are that I find there would be a greater prejudice to landlord by adjourning this matter as the effective date of the 1 Month Notice has already past and the onus of proof to prove that the 1 Month Notice issued by the landlord is valid, is on the landlord and not the tenant. As a result, the hearing proceeded with consideration of whether the 1 Month Notice is valid.

Settlement Agreement

During the hearing, the parties agreed to settle this matter related to the 1 Month Notice for Cause on the following conditions:

1. The parties agree that the tenancy will end on **September 30, 2013 at 1:00 p.m.** The landlord is granted an order of possession effective September 30, 2013 at 1:00 p.m. and must serve the tenant with the order of possession.
2. The tenant agrees to pay the landlord **\$43.58** owing from July 2013 rent on or before **August 28, 2013 by 4:00 p.m.**
3. The tenant agrees to call the landlord on or before August 28, 2013 to advise when the payment described in #2 above is ready.
4. The parties agree that rent for the month of August 2013 has been paid in full.
5. The landlord agrees to arrange for a pest control contractor to treat the rental unit for rats within one week of the date of this hearing, August 7, 2013.
6. The tenant withdraws her application to cancel the 1 Month Notice as part of this settlement agreement.

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

Conclusion

I order the parties to comply with the terms of their settlement agreement described above.

I grant the landlord an order of possession effective September 30, 2013 at 1:00 p.m. This order must be served on the tenant. This order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The tenant's monetary claim was dismissed with leave to reapply.

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*.

Dated: August 07, 2013

Residential Tenancy Branch

