



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GATEWAY PROPERTY MANAGEMENT CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC MNDC LAT

Preliminary Issues

Residential Tenancy Rules of Procedure, Rule 2.3 states that, in the course of the dispute resolution proceeding, if the arbitrator determines that it is appropriate to do so, he or she may dismiss the unrelated disputes contained in a single application with or without leave to reapply.

Upon review of the Tenant's application I have determined that I will not deal with all the dispute issues the Tenant has placed on their application. For disputes to be combined on an application they must be related. Not all the claims on this application are sufficiently related to the main issue relating to the Notice to end tenancy. Therefore, I will deal with the Tenant's request to set aside, or cancel the Landlord's Notice to End Tenancy issued for cause; and I dismiss the balance of the Tenant's claim with leave to re-apply.

Introduction

This hearing dealt with an Application for Dispute Resolution filed on December 2, 2013, by the Tenant to set aside, or cancel the Landlord's Notice to End Tenancy issued for cause.

The parties appeared at the teleconference hearing and gave affirmed testimony.

At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Have the parties agreed to settle the matter pertaining to the 1 Month Notice issued November 25, 2013?

Background and Evidence

The parties confirmed that they entered into a fixed term tenancy agreement that began on March 1, 2013, and switched to a month to month tenancy after August 31, 2013. Rent is payable on the first of each month in the amount of \$650.00 and on February 27, 2013 the Tenant paid \$325.00 as the security deposit.

During the course of this proceeding the parties agreed to settle these matters.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute on the following terms:

- (1) The Landlord withdraws the 1 Month Notice to end tenancy issued for cause on November 25, 2013 and the tenancy will continue;
- (2) The Tenant agrees to conduct herself in an appropriate manner with all staff and contractors who attend the rental unit.

Conclusion

The parties agreed to settle this matter, pursuant to section 63 of the *Residential Tenancy Act*, and this tenancy remains in full force until such time as it is ended in accordance with the *Residential Tenancy Act*.

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 23, 2014

Residential Tenancy Branch

