



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC OPR OLC LRE

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 Notices 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 unpaid rent; 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 January 10, 2014, by the Tenant.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the Landlord 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 these matters?

Background and Evidence

The undisputed evidence provided that the parties entered into a verbal month to month tenancy agreement that began during the second week of August 2013. Rent is payable on the first of each month in the amount of \$550.00 and the Tenant paid \$275.00 as the security deposit when he first moved into the unit.

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 discussed the issues between them and turned their minds to compromise and achieved a resolution of their dispute on the following terms:

- 1) The Tenant withdraws his application for Dispute Resolution;
- 2) The parties mutually agree to end the tenancy effective March 31, 2014, at 1:00 p.m.;
- 3) The Tenant agrees to pay his March 1, 2014, rent in full and on time;
- 4) The Tenant will not play music loud after 10:00 p.m.; he will not spray paint anywhere on the property or inside the unit; and he will ensure that there is no one smoking cigarettes, marihuana, or any other substance, inside the rental unit or anywhere on the Landlord's property; and
- 5) The Tenant agrees to return the Landlord's property, specifically the entrance way sidewalk, to its original condition, removing the security camera and the tiles, as soon as possible.

In support of this agreement, the Landlord will be issued an Order of Possession.

Conclusion

The Landlord is HEREBY issued an Order of Possession effective **March 31, 2014, at 1:00 p.m. after service on the Tenant**. This Order is legally binding and must be served upon 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: February 24, 2014

Residential Tenancy Branch

