



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC MNR MNSD MNDC FF
 MT DRI CNC CNR PSF FF

Preliminary Issues

Upon review of the Tenant's amended application for Dispute Resolution filed July 28, 2014 along with a copy of a 10 Day Notice to end tenancy issued July 21, 2014, the Tenant affirmed that he was not seeking to dispute an additional rent increase. He confirmed that his amended application had a line drawn underneath the section of the application where a check mark was required to seek an order to cancel the 10 Day Notice and that he was seeking to cancel both eviction Notices.

Based on the above, and in consideration of the Tenant's submission, I find the Tenant made a clerical error in selecting the request to dispute the rent increase and by not putting a check mark in the required box. The Landlord did not dispute that he was aware that the Tenant had intended to dispute the 10 Day Notice in this hearing. Accordingly, I amend the Tenant's application to remove the request to dispute a rent increase and include the request to cancel the 10 Day Notice, pursuant to section 64 of the Act.

Residential Tenancy Rules of Procedure, Rule 2.3 states that claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

Residential Tenancy Rules of Procedure, Rule 2.12 states that the issues identified in a cross application must be related to the issues identified in the application being countered or responded to.

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 for more time to make his application, his requests to

set aside, or cancel the Landlord's Notice to End Tenancy issued for cause and the 10 Day Notice issued for unpaid rent. I dismiss the balance of the Tenant's claim with leave to re-apply.

Upon review of the Landlords' application I will deal with the Landlords' request for an Order of Possession for cause and their monetary order request as it relates to the payment or non-payment of rent; and I dismiss the balance of the Landlords' claim with leave to reapply.

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by both the Landlords and the Tenant.

The Landlords filed on July 21, 2014, to obtain an Order of Possession for cause and a Monetary Order and to recover the cost of the filing fee from the Tenant for this application.

The Tenant filed on July 10, 2014 and amended his application on July 28, 2014, to seek more time to file his application, to cancel the 1 Month Notice for cause and the 10 Day Notice for unpaid rent and to recover the cost of the filing fee from the Landlords for his application.

The hearing was conducted via teleconference and was attended by the Landlord L.D. and the Tenant. The Landlord testified that he was representing both Landlords in this proceeding. Therefore, for the remainder of this decision, terms or references to the Landlords importing the singular shall include the plural and vice versa.

The parties gave affirmed testimony and confirmed receipt of evidence served by the other. 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. 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

1. Have the parties agreed to settle these matters?

Background and Evidence

It was undisputed that the parties executed a written tenancy agreement for a month to month tenancy that commenced on February 1, 2007. The Tenant was initially required to pay rent of \$650.00 which was increased to \$700.00 effective October 1, 2010. On January 20, 2007 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 discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute on the following terms:

- 1) Both parties withdraw their application for dispute resolution in favor of this settlement agreement;
- 2) The parties mutually agreed to end this tenancy effective September 30, 2014, at 1:00 p.m. providing the Tenant pays the balanced owed for September 1, 2014 rent of \$350.00 no later than September 15, 2014; and
- 3) In the event the Tenant failed to pay the \$350.00 on September 15, 2014 by 5:00 p.m. the tenancy would end 2 days after service of the conditional Order of Possession.

In support of the above mentioned settlement agreement the Landlord has been issued an Order of Possession effective **September 30, 2014 at 1:00 p.m. after service upon the Tenant**. In the event that the Tenant does not comply with this Order it may be filed with the Province of British Columbia Supreme Court and enforced as an Order of that Court.

If the Tenant fails to pay the \$350.00 September 2014 rent by 5:00 p.m. on September 15, 2014, the is at liberty to serve the enclosed Order of Possession effective **Two (2) Days after service upon the Tenant**. In the event that the Tenant does not comply with this Order it may be filed with the Province of British Columbia Supreme Court and enforced as an Order of that Court.

The Landlord has been awarded a Monetary Order for **\$350.00** for September 2014 unpaid rent. This Order is legally binding and must be served upon the Tenant in the event he does not comply with the settlement agreement listed above. In the event that

the Tenant does not comply with this Order it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

The parties agreed to settle these matters; therefore, I decline to award recovery of either filing fee.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the Act.

The Landlord has been issued two Orders of Possession and a Monetary Order for **\$350.00**, as noted above.

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: September 12, 2014

Residential Tenancy Branch

