



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIVE MILE HOLDINGS LTD and YORK HOUSE HOLDINGS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC FF
 CNC MNDC

Preliminary Issues

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.

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 as 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 cross Applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed their application on November 25, 2014 to obtain an Order of Possession for Cause and to recover the cost of the filing fee from the Tenant for this application.

The Tenant filed their application on October 30, 2014 to cancel the Notice to end tenancy issued for cause.

The hearing was conducted via teleconference and was attended by the Landlord and the Tenant. Each person gave affirmed testimony and confirmed receipt of evidence served by the Landlord. 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

It was undisputed that the parties executed a written tenancy agreement for a month to month tenancy that commenced on February 1, 2006. The Tenant is required to pay rent of \$679.00 on the first of each month and on January 30, 2006, the Tenant paid \$285.00 as the security deposit.

On October 28, 2014, the Landlord posted a 1 Month Notice to the Tenant's door. The Notice was issued pursuant to Section 47(1) of the Act for the following reasons:

- Tenant or a person permitted on the property by the tenant has:
 - Seriously jeopardized the health or safety or lawful right of another occupant or the landlord
 - Put the landlord's property at significant risk
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

During the course of this hearing both 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) The Landlord's Agent agreed to withdraw their application for dispute resolution;
- 2) The Tenant agreed to withdraw their application for disputes resolution; and
- 3) The parties mutually agreed to end this tenancy effective January 31, 2015.

In support of the mutual agreement the Landlord will be issued an Order of Possession effective January 31, 2015.

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

Conclusion

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

The Landlord has been issued an Order of Possession effective **January 31, 2015 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.

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: December 08, 2014

Residential Tenancy Branch

