



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF (Landlord's Application)  
                                CNR, MNDC, RP, O (Tenant's Application)

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by both the Landlord and Tenant.

The Tenant applied: to cancel the notice to end tenancy for unpaid rent; for money or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"); for the Landlord to make repairs; and for 'Other' issues.

The Landlord applied for an Order of Possession and a Monetary Order for unpaid rent, and to recover the filing fee.

Both parties appeared for the hearing and no issues were raised in relation to the service of the parties' Applications, evidence and the notice to end tenancy.

Section 2.3 of the Rules of Procedures state that, in the course of the dispute resolution proceeding, if the Arbitrator determines that it is appropriate to do so, they may dismiss or adjourn any unrelated disputes contained in a single application.

As a result, I determined that I would not deal with all the dispute issues placed on the Tenant's and Landlord's Applications in this hearing. Not all the claims are sufficiently related to the main issue of whether or not the tenancy will continue. Therefore, I informed the parties that I would only deal with the requests to either uphold or set aside the notice to end tenancy for unpaid rent or utilities. However, the parties were given leave to re-apply for the claims not dealt with in this decision as detailed below.

At the start of the hearing, I determined that the Tenant had applied to cancel the notice to end tenancy within the five day time limit imposed by the Act.

The parties provided lengthy opening arguments in relation to their Applications. The Tenant explained that due to the problems that he and his family were experiencing in this tenancy, he was planning to vacate the rental suite at the earliest opportunity.

The parties agreed that their relationship had deteriorated and neither party was happy for this tenancy to continue. As the Tenant was planning to vacate the rental unit, I offered the parties an opportunity to end the tenancy through mutual agreement before moving forward with hearing the parties' evidence in relation to the notice to end tenancy.

As a result, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise decided to mutually end the tenancy.

### Settlement Agreement

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.

The parties **agreed** to settle their dispute under the following terms:

- The parties **agreed** to end the tenancy on **February 28, 2015 at 1:00 p.m.** and the Tenant will vacate the rental unit on this date and time.
- The Landlord is issued with an Order of Possession effective for this date in order to give effect to the ending of the tenancy.
- The Landlord agreed that the Tenant could end the tenancy earlier if the Tenant is able to secure alternative accommodation in the interim time. If the tenancy intends to be ended earlier than February 28, 2015, the Tenant must inform the Landlord in writing of the date the tenancy is to end.
- The parties' withdrew their monetary claims for reconsideration after the tenancy ends.

### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favor of the Landlord effective **on February 28, 2015**. This order may be filed and enforced in the Supreme Court as an order of that court any time after the effective date has expired.

As the tenancy is due to end, I dismiss the Tenant's Application to make repairs to the rental unit.

Both parties' monetary claims are dismissed **with** leave to re-apply.

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 13, 2015

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Residential Tenancy Branch

