



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, RP, LRE, RR, O

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking to cancel a notice to end tenancy; an order to have the landlord complete repairs; an order so suspend or set conditions on the landlord's right to enter the rental unit; and to allow the tenant to reduce rent.

The hearing was conducted via teleconference and was attended by both tenants; their advocate; and the landlord and his wife.

Residential Tenancy Branch Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

It is my determination that the priority claim regarding the 2 Month Notice to End for Landlord's Use of Property and the continuation of this tenancy is not sufficiently related to the tenants' claim to make repairs; to suspend or set conditions on the landlord's right to enter the rental unit; or to reduce rent. The parties were given a priority hearing date in order to address the question of the validity of the Notice to End Tenancy.

The tenants' other claims are unrelated, in that, the basis for them rest largely on facts not germane to the question of whether there are facts which establish the grounds for ending this tenancy as set out in the 2 Month Notice. I exercise my discretion to dismiss the tenants' claims for repairs; for suspending or setting conditions on the landlords' right to access the rental unit; and for a rent reduction. I grant the tenants leave to re-apply for these other claims.

Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property, pursuant to Section 49 of the *Residential Tenancy Act (Act)*.

Background and Evidence

During the hearing the parties reached the following settlement:

1. The tenants withdraw their Application for Dispute Resolution;
2. The tenants agreed to vacate the rental unit no later than November 30, 2015;
3. The landlords agree that they will not seek compensation for unpaid rent for the month of September in the amount of \$900.00;
4. The landlords agree that they will apply the \$450.00 security deposit and the \$50.00 pet damage deposit to rent for the month of November 2015; and
5. The parties agree that the tenants will only owe \$400.00 for rent for the month of November.
6. The parties agree that this settles all current matters between the parties but that both parties remained bound by their respective rights and obligations, under the *Act*, regarding the condition of the rental unit at the end of the tenancy.

Conclusion

In support of this settlement and with agreement of both parties I grant the landlord an order of possession effective **November 30, 2015 after service on the tenants**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be 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: October 28, 2015

Residential Tenancy Branch

