



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MNDC FF – Landlord's Application
 CNC MNDC FF – Tenant's Application

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 each application for Dispute Resolution, I have determined that I will not deal with all the dispute issues both the Landlord and the Tenant have placed on their respective applications. For disputes to be combined on an application they must be related. Not all the claims on these applications are sufficiently related to the main issue relating to the 1 Month Notice to end tenancy issued for cause. Therefore, I will deal with the Landlord's request for an Order of Possession for cause and the Tenant's request to set aside, or cancel the Landlord's 1 Month Notice to End Tenancy issued for cause; and I dismiss the monetary order requests made by the Landlord and the Tenant, **with leave to reapply**.

Introduction

This hearing was convened to hear matters pertaining to cross Applications for Dispute Resolution filed by the Landlord and the Tenant. The Landlord filed their application on March 8, 2015 and the Tenant filed her application on February 26, 2016.

Section 1 of the Act defines a landlord in relation to a rental unit, to include the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord permits occupation of the rental unit under a tenancy agreement, or exercises powers and performs duties under this Act, the tenancy agreement or a service agreement.

The hearing was conducted via teleconference and was attended by the Landlord's Agent and the Tenant. I find the Agent meets the definition as a Landlord pursuant to section 1 of the Act. Therefore, for the remainder of this Decisions all submissions made by the Agent will be referred to as being from the Landlord.

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.

Each person gave affirmed testimony. The Landlord affirmed she had full authority to act on behalf of the Owner in this proceeding and to engage in a settlement agreement.

Both parties were provided with the opportunity to present relevant oral evidence, to ask questions, and to make relevant submissions. Following is a summary of those submissions and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

On December 28, 2015 the parties signed a written month to month tenancy agreement that indicated they entered into a tenancy which began on December 1, 2015. Rent of \$790.00 was payable on or before the first of each month. On or before December 1, 2015 the Tenant paid \$395.00 as the security deposit. No condition inspection report form was completed at move-in.

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 achieved a resolution of their dispute on the following terms:

- 1) The Tenant agreed to withdraw her application for Dispute Resolution to dispute the 1 Month Notice;
- 2) The Landlord agreed to withdraw her application for Dispute Resolution to request an Order of Possession for cause;
- 3) The parties mutually agreed to end the tenancy effective **May 31, 2016 at 2:00 p.m.**;
- 4) The parties mutually agreed to attend the move out inspection on May 31, 2016 at 2:00 p.m.;
- 5) The parties acknowledge their understanding that this settled Decision resolves the matters contained in the Landlord's application and the Tenant's application relating to the 1 Month Notice to end tenancy for cause and no findings were made on the merits of the said applications for Dispute Resolution; and
- 6) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

The parties agreed to settle these matters; therefore, I declined to award recovery of the filing fees paid by each applicant.

In support of the settlement agreement, the Landlord has been issued an Order of Possession effective **May 31, 2016 at 2:00 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 Supreme Court and enforced as an Order of that Court.

Section 62 (2) of the *Act* stipulates that the director may make any finding of fact or law that is necessary or incidental to making a decision or an order under this *Act*.

As per the above listed settlement agreement, I find the 1 Month Notice to end tenancy for cause issued February 24, 2016 to be void and of no force or effect, pursuant to section 62(2) of the *Act*.

Conclusion

The parties agreed to settle these matters on the above listed terms, pursuant to section 63 of the *Act*. The Landlord has been issued an Order of Possession in support of the settlement agreement.

This decision is final, legally binding, and 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: April 19, 2016

Residential Tenancy Branch