



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Beau Asian Trading Systems Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes CNL, MNDC, RP, OPT

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy; a monetary order; an order for repairs and an order of possession.

The hearing was conducted via teleconference and was attended by both landlords; the tenant; her advocate; additional tenant supports and an observer.

At the outset of the hearing the tenant confirmed that she is currently living in the rental unit and is in possession of the rental unit. As such, I find the tenant does not require an order of possession and I amend her Application for Dispute Resolution to exclude this matter.

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 Tenancy for Landlord's Use of Property and the continuation of this tenancy is not sufficiently related to the tenant's claim for compensation or to have repairs made. The parties were given a priority hearing date in order to address the question of the validity of the Notice to End Tenancy.

The tenant's other claims are unrelated in that the basis for them rests 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 tenant's claim for compensation and to have the landlord complete repairs. I grant the tenant leave to re-apply for her other claims.

I note that Section 55 of the *Residential Tenancy Act (Act)* requires that when a tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a landlord I must consider if the landlord is entitled to an order of possession if the Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with the *Act*.

### Issue(s) to be Decided

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

Should the tenant be unsuccessful in seeking to cancel the 2 Month Notice to End Tenancy for Landlord's Use of Property it must also be decided if the landlord is entitled to an order of possession pursuant to Section 55(1) of the *Act*.

### Background and Evidence

During the hearing the parties reached the following settlement:

1. The landlords agree to withdraw the 2 Month Notice to End Tenancy for Landlord's Use of Property issued on April 19, 2016 with an effective date of June 30, 2016;
2. The tenant agrees to temporarily move out of the rental unit no later than July 15, 2016 until such time as repairs are made to the rental unit;
3. The tenant agrees to remove and store all of her personal possessions for the duration of the time required to complete repairs to the rental unit, at no cost to the landlords;
4. The parties agree the tenant is not required to pay any rent for the rental unit beginning July 1, 2016 and until such time as the tenant is allowed to move back into the rental unit once repairs are completed;
5. The tenant agrees to provide the landlords with copies of her gas and hydro utility bills for the landlords to either pay the bills directly or to reimburse the tenant for these bills for the period beginning July 1, 2016 and until such time as the tenant is allowed to move back into the rental unit once repairs are completed;
6. The landlords will ensure that the repairs are completed as quickly as possible; and
7. The parties agree that once the repairs are completed the tenant will move back into the rental unit and the tenancy will be reinstated to the current terms of their tenancy agreement.

### Conclusion

I accept this settlement was reached by and is acceptable to both parties. I note that if either party fails to comply with this agreement the other party may submit an Application for Dispute Resolution seeking compensation for any losses they may have suffered as a result.

In addition, I note that should the landlord fail to comply with term 7 of this settlement and not allow the tenant to move back into the rental unit the tenant may submit a new Application for Dispute Resolution seeking an order of possession based on this settlement.

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: June 01, 2016

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Residential Tenancy Branch