



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes CNC MNDC OLC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause pursuant to section 47;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;

*Residential Tenancy Branch Rules of Procedure*, Rule 2.3 states that, if, in the course of the dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

As the tenants' applications for a monetary order and an order requiring the landlord to comply with the Act are not related to the issue of whether or not the landlord had cause to issue the 1 Month Notice, I am exercising my discretion to dismiss these portions of the tenants' claim with leave to reapply. Leave to reapply is not an extension of any applicable time limit.

All named parties attended the hearing. During the hearing, the parties expressed an interest and were successful in resolving the dispute pertaining to the 1 Month Notice to End Tenancy by mutual agreement. I agreed to assist the parties in settling their dispute in accordance with section 63 of the *Act*.

### Analysis

Pursuant to section 63 of the Act, an 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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agrees to withdraw the 1Month Notice to End Tenancy dated May 1, 2016.
2. The landlord and tenant agree **that this tenancy will end no later than 1:00 p.m. on July 31, 2016**, and,

3. The landlord will receive an **Order of Possession** effective **1:00 p.m. on June 30, 2016**, but the landlord agrees to not enforce this Order until **1:00 p.m. on July 31, 2016** provided the By-Law Services Officer of the City of Surrey also agrees to this extension to remove the illegal dwelling unit.
4. The tenant agrees to allow the landlord to enter the rental unit on Monday, June 6, 2016 at 10:00 a.m. to perform repairs to the ceiling and to inspect the laundry machines.

Each party confirmed that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of the dispute pertaining to the 1 Month Notice to End Tenancy.

**This Decision and Settlement Agreement is final and binding on both parties.**

Conclusion

Subject to the conditions described above, I grant an Order of Possession to the landlord effective **1:00 p.m. on June 30, 2016**. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 03, 2016

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Residential Tenancy Branch