



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC RR FF

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenants on June 4, 2016. The Tenants filed seeking an Order to cancel a 1 Month Notice to end tenancy issued for cause; monetary compensation for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; to allow the Tenant reduced rent for repairs, services or facilities agreed upon but not provided; and to recover the cost of the filing fee.

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 the Tenants' application I have determined that I will not deal with all the dispute issues the Tenants have placed on their application. For disputes to be combined on an application they must be related. Not all the claims on this application are sufficiently related to the main issue relating to the Notice to end tenancy. Therefore, I will deal with the Tenants' request to set aside or cancel the Landlord's Notice to End Tenancy issued for cause; and I dismiss the balance of the Tenants' application with leave to re-apply.

The hearing was conducted via teleconference and was attended by the Landlord and both Tenants. Each person gave affirmed testimony. 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.

Both parties were provided with the opportunity to present relevant oral evidence, to ask questions, and to make relevant submissions.

Issue(s) to be Decided

Have the parties agreed to settle the matters relating to the 1 Month Notice issued May 31, 2016?

Background and Evidence

The parties entered into a written fixed term tenancy agreement which was scheduled to begin on March 1, 2016 and end on February 28, 2017. The Tenants were given early possession of the rental unit on February 29, 2016. As per the tenancy agreement rent of \$1,750.00 was payable on or before the first of each month. The Tenants were required to pay \$875.00 as the security deposit plus a \$500.00 pet deposit.

The Tenants paid the \$875.00 security deposit on May 27, 2016 and the \$500.00 pet deposit was paid on June 3, 2016.

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 Tenants agreed to withdraw their application for Dispute Resolution;
- 2) The parties mutually agreed the 1 Month Notice issued May 31, 2016 would be withdrawn in favor of this agreement;
- 3) The parties mutually agreed to end the tenancy effective **August 31, 2016 at 1:00 p.m.**;
- 4) The Tenants agreed they would pay their rent in full and on time, in accordance with the tenancy agreement, for the duration of this tenancy;
- 5) Each person acknowledge their understanding that this settled Decision resolves the matters contained in the Tenant's application relating to the 1 Month Notice and that no finding is made on the merits of the said application 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 fee.

In support of this settlement agreement the Landlord has been issued two Orders of Possession. The first Order of Possession is effective **August 31, 2016 at 1:00 p.m.**

after service upon the Tenants. The second Order of Possession is conditional and would be effective **Two (2) Days after service upon the Tenants** in the event the Tenants failed to pay their rent in full and on time in accordance with the tenancy agreement.

In the event that the Tenants do not comply with the Orders of Possession, they may be filed with the Supreme Court and enforced as an Order of that Court.

Conclusion

The parties agreed to settle these matters relating to the 1 Month Notice, pursuant to section 63 of the Act, and the Landlord has been granted an Order of Possession.

The Tenants' requests for monetary compensation were dismissed, with leave to re-apply.

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: July 07, 2016

Residential Tenancy Branch