



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, FF

Introduction

On November 7, 2016, the Tenants submitted an Application for Dispute Resolution requesting the following:

- to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property dated October 26, 2016.
- A monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement.
- to recover the cost of the filing fee for the Application.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

Preliminary and Procedural Matters

The Tenants are seeking monetary compensation. Rule 2.3 of the Rules of Procedure permits an arbitrator to exercise discretion to dismiss unrelated claims with or without leave to reapply. The most important issue in the Tenant's application is whether or not the tenancy will continue. Accordingly, I find it appropriate to exercise my discretion to dismiss all but the Tenant's application to cancel the 2 Month Notice, with leave to reapply for the monetary claim at a later date.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenancy will end at 1:00 p.m. on February 28, 2017.

2. The Landlords are granted an order of possession effective at 1:00 pm on February 28, 2017.
3. The Landlord withdraws the 2 Month Notice to end tenancy dated October 26, 2016, as part of this mutually settled agreement.
4. The Tenant agrees to withdraw her Application to cancel the 2 Month Notice to end tenancy.
5. The Tenants retains the right to reapply for their monetary claim at a later date.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

As the matter was settled, I decline an award for the recovery of the filing fee.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above. The Landlord has been granted an order of possession effective February 28, 2017.

This decision is final and binding on the parties, unless otherwise provided under the Act, 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: December 20, 2016

Residential Tenancy Branch