



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPL, MNSD, MNDC, FF

### Introduction

This hearing dealt with a landlord's Application for Dispute Resolution (the "Application") under the Residential Tenancy Act (the "Act") for an order of possession for landlord's use of property; to keep all or part of the pet damage deposit or security deposit; for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and for recovery of the filing fee paid for this application from the tenant.

Both the landlord and the tenant appeared at the teleconference hearing and gave affirmed testimony. The tenant appeared with her agent who was also affirmed and who assisted the tenant as a translator.

### Preliminary and Procedural Matters

Rule of Procedure 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 re-apply.

Upon review of the landlord's application I have determined that I will not deal with all the dispute issues the landlord has 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 landlord's requests for an order of possession for landlord's use of property; and for recovery of the filing fee. I dismiss the balance of the landlord's application with leave to re-apply.

### Settlement

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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During the course of the hearing, the parties reached an agreement to settle this matter, on the following conditions:

1. the tenant will vacate the rental unit by May 31, 2017 at 1:00 p.m.;
2. the tenant is authorized to withhold payment of rent due for the month of March 2017 which will be deemed paid;
3. The tenant will pay rent in the amount of \$625.00 for each of the months of April 2017 and May 2017, which is due on the first day of each month.
4. the parties agree that the landlord will be granted a condition order of possession effective two (2) days after service on the tenant which will be of no force or effect if the tenant successfully complies with the above terms. If the tenant fails to comply with the above terms, the order of possession will be of full force and effect and may be served upon the tenant.

The landlord did not raise the filing fee in the settlement discussions giving rise to the mutual settlement. As this matter was settled, I decline to award the landlord recovery of the filing fee for the cost of their application.

### Conclusion

I dismiss the landlord's claim to keep all or part of the pet damage deposit or security deposit; and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, with leave to re-apply

I order the parties to comply with the terms of their settlement agreement described above.

The landlord has been granted a conditional order of possession effective two (2) days after service on the tenant, which will be of no force or effect if the tenant successfully complies with the terms of this settlement agreement. If the tenant fails to comply with the terms of this settlement agreement, the order of possession will be of full force and effect and may be served upon the tenant.

Should the landlord need to enforce the order of possession, the landlord must serve the order of possession on the tenant and the order of possession may be filed in the Supreme Court of British Columbia and enforced as an order of that Court. If the tenant

successfully complies with the terms of this settlement, the tenancy will continue until May 31, 2017 at 1:00 p.m.

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: March 06, 2017

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Residential Tenancy Branch