



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PLAN A REAL ESTATE SERVICES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Landlord's Application: OPR, MNR, MNSD, FF
Tenant's Application: CNR, MNDC, OLC, RPP, LRE

Introduction

This hearing was scheduled to consider cross-applications pursuant to the *Residential Tenancy Act* (the "Act").

The landlord is seeking an order of possession for unpaid rent; a monetary order for unpaid rent; a monetary order to keep all or part of the security deposit; and to recover the filing fee from the tenant for the cost of their Application (the "Landlord's Application").

The tenant is seeking cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on March 6, 2017 (the "10 Day Notice"); a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; an order for the landlord to comply with the *Act*, regulations or the tenancy agreement; an order for the landlord to return the tenant's personal property; and an order to suspend or set conditions on the landlord's right to enter the rental unit (the "Tenant's Application").

Two agents for the landlord (the "landlord") and the tenant appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord and tenant were given a full opportunity to be heard, to present sworn testimony and make submissions.

Preliminary and Procedural Matters

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure 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 tenant's application I have determined that I will not deal with all the dispute issues the tenant 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 tenant's request to cancel the 10 Day Notice. I dismiss the balance of the tenant's application with leave to reapply. The tenant was informed that the Residential Tenancy Branch does not have jurisdiction to hear monetary claims in excess of \$25,000 which the tenant ought to consider if they intend on bringing a new application. Leave to reapply is not an extension of any applicable limitation period.

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 the issue of the 10 Day Notice and the balance of the landlord's application, on the following conditions:

1. The landlord withdraws the 10 Day Notice dated March 6, 2017.
2. The tenant will vacate the rental unit by 1:00 p.m. on April 30, 2017.
3. The tenant will provide the landlord with the keys that operate the new locks for the rental unit by 1:00 p.m. on April 30, 2017.
4. The tenant will provide the landlord with access to the rental unit upon a minimum of 24 hours' notice by the landlord. The tenant agrees to provide the landlord access to the rental unit at the time and date set out in the 24 hour notice.
5. The tenant has agreed to pay the landlord \$4,400.00 for unpaid rent for each of the months of March 2017 and April 2017, by 5:00 p.m. on April 7, 2017. The payment will be in the form of cash, money order or certified cheque.

6. The tenant has agreed to pay the landlord \$640.56 for the move in fee, the unpaid hydro bills and the landlord's filing fee by 5:00 p.m. on April 14, 2017. The payment will be in the form of cash, money order or certified cheque.
7. The landlord is granted a monetary order in the amount of \$5,040.56 which will have no force or effect if the tenant pays the landlord in accordance with #5 and #6 above.
8. The parties agree that the landlord will be 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 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.
9. The parties agree that this settlement agreement constitutes a final and binding resolution of the issue regarding the 10 Day Notice and the balance of the landlord's Application at this hearing.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to apply for monetary compensation or other orders under the *Act*.

Conclusion

The tenant's claims that are unrelated to the Notice to end tenancy are dismissed with leave to reapply.

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

The landlord is granted a monetary order in the amount of \$5,040.56 which will have no force or effect if the tenant pays the landlord in accordance with #5 and #6 above. If the tenant does not pay the amounts as described in #5 and #6 above, the monetary order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The landlord is 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. 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 1:00 p.m. on April 30, 2017.

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: April 07, 2017

Residential Tenancy Branch