



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC, MNDC

Introduction

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

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the tenant served the landlord with the notice of hearing package and the submitted documentary evidence in person on March 9, 2017. The landlord's agent (the landlord) confirmed that no documentary evidence was submitted. As both parties have attended and have confirmed receipt of the notice of hearing package and the tenant's submitted documentary evidence, I am satisfied that both parties have been properly served as per sections 88 and 89 of the Act.

Preliminary Issue

RTB Rules of Procedure 2.3 states that "if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply." In this regard I find that the tenant has applied for a monetary order for money owed or compensation for damage or loss. As this section of the tenant's application are unrelated to the main section which is to cancel the notice to end tenancy issued for cause and more time to be allowed to make that application, I dismiss this section of the tenant's claim with leave to reapply.

Issue(s) to be Decided

Is the tenant entitled to more time to make an application to cancel a notice to end tenancy? If so, Is the tenant entitled to an order cancelling the 1 Month Notice?

Background and Evidence

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- The tenant agrees to cancel her application for more time to make an application to cancel a notice to end tenancy and to obtain an order to cancel the 1 Month Notice.
- The landlord agreed to withdraw the 1 Month Notice to End Tenancy for Cause.
- Both parties agreed to mutually end the tenancy on April 30, 2017, by which time the tenants will have vacated the rental unit.
- Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from their applications for dispute resolution.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenant fail to vacate the rental premises in accordance with their agreement by 1:00 pm on April 30, 2017. The landlord is provided with this order in the above terms and the tenant must be served with this Order in the event that the tenants do not vacate the premises by the time and date set out in their agreement. Should the tenants fail to comply with this Order, the 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: April 05, 2017

Residential Tenancy Branch