



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

CNL MNDC RR O

### **Introduction**

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, received at the Residential Tenancy Branch on April 4, 2017 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a notice to end tenancy for landlord's use of property;
- a monetary order for money owed or compensation for damage or loss;
- an order allowing the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided; and
- other unspecified relief.

The Tenant attended the hearing on his own behalf. The Landlords were also in attendance and were represented at the hearing by K.H., legal counsel. Each of the parties provided a solemn affirmation.

### **Preliminary and Procedural Matters**

At the outset of the hearing, it was communicated to the parties that I would be exercising my discretion under Rule of Procedure 2.3 to dismiss unrelated claims with or without leave to reapply. The most important issue was whether or not the tenancy would continue based on the notices issued by the Landlord. Accordingly, the Tenant's claims for a monetary order (MNDC), a rent reduction (RR), and for other unspecified relief (O) are dismissed with leave to reapply at a later date, as appropriate in light of this settlement agreement.

### Settlement

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, which would be documented in my Decision.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree the tenancy will end on August 31, 2017, at 1:00 p.m.
2. The Tenant agrees to pay rent in the amount of \$700.00 per month, in full, on or before the first day of each month, until the end of the tenancy.
3. The Tenant agrees to remove stone and debris from the rental property by August 31, 2017, at 1:00 p.m.

This settlement agreement was reached in accordance with section 63 of the Act.

### Conclusion

The parties are ordered to comply with the terms of the settlement agreement documented above.

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: May 10, 2017

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Residential Tenancy Branch