



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC FF

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause pursuant to section 47;
- various other remedies under the Act; and
- authorization to recover the filing fee for this application pursuant to section 72.

All named parties attended the hearing. During the hearing, the parties expressed an interest and were successful in resolving the dispute relating to the Notice to End Tenancy by mutual agreement.

Preliminary Issue – Scope of Application

Residential Tenancy Branch Rules of Procedure, Rule 2.3 states that, if, in the course of the dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

Aside from the application to cancel the Notice to End Tenancy, I am exercising my discretion to dismiss the remainder of the issues identified in the tenants' application with leave to reapply as these matters are not related. Leave to reapply is not an extension of any applicable time limit.

Terms of Settlement

Pursuant to section 63 of the Act, an 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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant and landlord agree **that this tenancy will end** *no later* than **1:00 p.m. on October 31, 2017**, and, the landlord will be granted an **Order of Possession**.
2. The landlord agrees to not enforce the attached **Order of Possession** until after the above date on condition that the tenant pays the September 2017 and October 2017 rent of \$750.00 in full and on time as per the tenancy agreement. If the tenant fails to pay either of the above rent payments in full and on time, the landlord may enforce the attached order of possession effective **two days after service of the Order** on the tenant.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of the dispute.

This Decision and Settlement Agreement is final and binding on both parties.

Conclusion

Subject to the conditions described above, I grant an Order of Possession to the landlord effective **two days after service of the Order** on the tenant. Should the tenant(s) fail to comply with this Order, this 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: August 15, 2017

Residential Tenancy Branch