



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, ERP, MNDC, OLC, PSF, RP, FF

Introduction

On June 19, 2017, the Tenant submitted an Application for Dispute Resolution seeking the following:

- to cancel a 1 Month Notice to End Tenancy for Cause
- for an order that the Landlord make repairs to the unit.
- for the Landlord to comply with the Act, Regulation, or tenancy agreement
- for money owed or compensation for damage or loss under the Act, Regulation or tenancy agreement
- for an order that the Landlord provide services and facilities required by law
- to recover the filing fee for the Application

The matter was set for a conference call hearing. Both parties appeared at the hearing. The Landlord was assisted by counsel. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant applied for Dispute Resolution after receiving a 1 Month Notice To End Tenancy For Landlord's Use Of Property. The Tenant is seeking to cancel the 1 Month Notice and is also requesting a repair order and compensation.

An Arbitrator has the discretion to dismiss unrelated claims with or without leave to reapply. Since the primary issue to determine in this hearing is whether or not the tenancy is ending, I dismiss the Tenant's other claims with leave to reapply.

The Tenant's application to dispute the 1 Month Notice to End Tenancy dated June 2, 2017, was late.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The Tenant testified that he reached an agreement with the purchaser of the rental property to vacate on September 30, 2017.
2. In consideration of the Tenant's testimony that he has reached an agreement with the purchaser of the property, the Landlord withdraws his 1 Month Notice to End Tenancy dated June 2, 2017, in full as part of this mutually settled agreement.
3. The Tenant has the right to reapply for the monetary claims that were not heard.
4. The Landlord agrees to pay \$100.00 to the Tenant for the cost of the filing fee.

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

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. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

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

I grant the Tenant a monetary order in the amount of \$100.00.

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: August 17, 2017

Residential Tenancy Branch