



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPT, AAT, LAT, RR, CNC, OPC, OPB, MND, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant applied on July 6, 2017 with an amendment made July 13, 2017 for:

1. An Order of Possession - Section 54;
2. An Order allowing access to the unit - Section 70;
3. An Order allowing a lock change - Section 70;
4. An Order for a rent reduction - Section 65;
5. An Order cancelling a notice to end tenancy - Section 47; and
6. An Order to recover the filing fee for this application - Section 72.

The Landlord applied on July 25, 2017 for:

1. An Order of Possession - Section 55;
2. A Monetary Order for damage to the unit - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38;
5. An Order for an early end to the tenancy and an order of possession - Section 56;
and
6. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matters

The Tenant states that she currently has possession of the unit and that the Landlord is not restricting her or her guest's access to the unit. I therefore dismiss the Tenant's claims for an order of possession and an order allowing access to the unit.

The Tenant states that she has given notice to end the tenancy for September 30, 2017. As the Tenant's claim for a rent reduction is only relevant to an ongoing tenancy I dismiss the Tenant's claim for a rent reduction. The Tenant states that she only has a "feeling" that the Landlord is entering the unit while she is gone. The Landlord denies any such entry. The Parties wish to enter into a mutual agreement in relation to the end of the tenancy, the claim for a lock change and the recovery of their respective filing fees. This agreement is set out below. This agreement resolves the Tenant's claim for a cancellation of the notice to end tenancy, the claim for a lock change and the claim for the recovery of the filing fee. This agreement also resolves the Landlord's claim for an order of possession, the claim for the early end to the tenancy and the claim for recovery of the filing fee.

The Tenant confirms that she provided a monetary order worksheet as evidence, is seeking compensation from the Landlord for losses during the tenancy, and has not amended the application to add the claim for compensation. The Landlord confirms that the claims for compensation and damages are in relation to damages to the unit.

Rule 2.2 of the Residential Tenancy Branch Rules of Procedure (the "Rules") provides that claims are limited to what is stated in the application. Rule 2.3 of the Rules provides that claim made in an application must be related to each other and unrelated claims may be dismissed with or without leave. As the primary matter under dispute is the continuation or end of the tenancy I find that the Tenant's claim for compensation is not related to the primary matter. Further the Tenant made no amendment to its application. For these reasons I dismiss this claim with leave to reapply. As the Tenant still has time to leave the unit undamaged except for reasonable wear and tear and as the claim for damages and compensation are not related to the primary matter of the continuation of the tenancy, I dismiss the Landlord's claim for damages and compensation with leave to reapply should the Tenant fail to leave the unit as required under the Act. As the tenancy has not yet ended and as the claim for retention of the security deposit is not related to the continuation of the tenancy, I dismiss this claim with leave to reapply.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The tenancy will end and the Tenant will move out of the unit no later than 1:00 p.m. on September 30, 2017;**
- 2. The Landlord will not enter the unit without the provision of the required notice or if there is an emergency in accordance with the provisions of the Act;**
- 3. The claims for filing fees are withdrawn; and**
- 4. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the settlement may be recorded in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute. In order to give effect to the above agreement I provide the Landlord with an order of possession effective 1:00 p.m. on September 30, 2017. Should the Landlord enter the unit without right prior to the end of the tenancy the Tenant has leave to reapply for compensation.

Conclusion

I grant the Landlord an order of possession effective 1:00 p.m. on September 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: September 20, 2017

Residential Tenancy Branch