



# Dispute Resolution Services

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## Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding PROLINE MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

### **DECISION**

Dispute Codes AS CNC MNDCT RR LAT LRE OLC

#### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, by teleconference, was held on December 13, 2017. The Tenant applied for multiple remedies under the *Residential Tenancy Act* (the "Act"), a number of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues the Tenant applied for, and based on the evidence before me, I find the most pressing issue in this application is related to whether or not the tenancy is ending. As a result, I exercise my discretion to dismiss, with leave to reapply, all of the grounds on the Tenant's application with the exception of the following ground, which will be addressed in the settlement agreement listed below:

- to cancel a One Month Notice to End Tenancy for Cause (the "Notice").

The Landlord and the Tenant both attended the hearing. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to 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.

#### Settlement Agreement

Despite applying to cancel the Notice, the Tenant stated that he is willing to move out and he no longer wishes to stay in the rental unit.

Pursuant to section 63 of the *Act*, the 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. Given the agreement reached between the parties during the

proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The parties agreed upon the following facts and laid out the terms of their settlement agreement as follows:

- The Tenant will move out of the rental unit by **December 31, 2017, at 1pm.**
- The Tenant agrees that he will not give any other keys to his rental unit out to anyone.
- The Landlord stated he intends to re-rent the unit for January 1, 2018. However, he agrees to limit showings to a maximum of 2, 2-hour showings per week in order to limit the impact on the Tenant.
- The Landlord agrees that an agent named A.H. will not be present during the showings to prospective tenants.

To give effect to the settlement reached by the parties, I also grant the Landlord an Order of Possession effective December 31, 2017, at 1pm to reflect the end of tenancy.

#### Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective **December 31, 2017, at 1pm** and after service on the tenant. The Landlord may serve and enforce this Order if the Tenant fails to move out as specified above.

This Order **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of this agreement.

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: December 14, 2017

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Residential Tenancy Branch