



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS  
and [tenant name suppressed to protect privacy]

## **DECISION AND RECORD OF SETTLEMENT**

### **Dispute Codes**

Tenant: CNC ERP OLC RP RR FFT  
Landlord: OPC FFL

### **Introduction**

This hearing was convened in response to an application by the tenant filed October 06, 2017 to cancel the landlord's Notice to End for Cause (Notice to End) with an effective date of October 31, 2017, and an application by the landlord for an Order of Possession. Both parties attended the conference call hearing and provided testimony.

The parties confirmed that the primary issue in their application is the survivability of the tenancy. But in fact there are numerous other claims listed by the tenant in their application. One of the objectives of the Rules of Procedure for hearings of this nature is to ensure a consistent, efficient and just process for resolving disputes (Rule 1.3). It is not possible within this context to deal with an array of issues of concern in one hearing. Accordingly, hearings are generally limited to issues that are related in fact and law. In this case, all other issues of the tenant are not related to the dispute over the tenancy. The further claims are therefore dismissed pursuant to Rule 2.3, with liberty to re-apply. That is, if the parties cannot mutually resolve their other issues it is available to the tenant to file a new application in respect to their claims for a Monetary Order or other issues which remain relevant.

### **Background and Evidence**

**Section 63** of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, considerable discussion between the parties led to a resolution. Specifically, it was agreed by the parties and they confirmed to me as follows;

1. Both parties agree that the tenancy will end and the tenant will vacate by no later than on **January 31, 2018** and the landlord will receive an Order of Possession effective and enforceable no sooner than the agreed date.

Needless to say, it must be noted that in the parties' mutual interest it is to the benefit of all to co-operate and accommodate the other party toward realizing this agreement and mutual interests.

So as to perfect this agreement the landlord is given an **Order of Possession** to reflect the agreed end of tenancy date. If necessary, this Order may be filed in the Supreme Court and enforced as an Order of that Court.

Both parties testified in the hearing confirming that they understood and agreed to the above terms, and that the settlement particulars comprise the full and final settlement of all aspects of this dispute arising from *the tenant's application disputing the landlord's Notice to End*.

As the parties mutually resolved their dispute I find they are each responsible for their own filing costs.

### **Conclusion**

The parties settled their dispute in the above terms. The tenant's remaining claims are dismissed with leave to re-apply.

**This Decision and Settlement are final and binding.**

*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 18, 2017

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Residential Tenancy Branch