



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

Tenant: CNR DRI LRE  
Landlord: OPB MNDC FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on February 22, 2018.

Both sides attended the hearing and provided testimony. 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.

### Preliminary and Procedural Matters

Both parties applied for multiple remedies under the *Residential Tenancy Act* (the “Act”), some 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 before me at the start of the hearing, I determined that the most pressing and related issues before me deal with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss, with leave to reapply, all of the grounds on both applications with the exception of the following grounds:

- Tenant’s request to cancel a 10-Day Notice to End Tenancy (the “Notice”).

- Landlord's request for an order of possession based on an agreement to vacate at the end of a fixed term tenancy.

The Landlord is granted leave to reapply for any monetary compensation and this decision only settles when the tenancy will end.

### Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties made an agreement with respect to when and how the tenancy will end. The previous owner, the current owner, and the Tenant were all in agreement with the tenancy ending as laid out below.

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 Tenants will move out of the rental unit by **March 31, 2018, at 1pm.**
- The Tenants are at liberty to move out before this time.
- Any monetary claim made by either party is not included in this settlement agreement, and each party is at liberty to reapply for these issues or for other issues that arise during the remainder of the tenancy.
- This mutual agreement only settles when the tenancy will end.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. Parties are encouraged to try to work together on any remaining issues.

To give effect to the settlement reached by the parties, I also grant the Landlord an Order of Possession effective March 31, 2018, 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 March 31, 2018, at 1pm and after service on the Tenants. The Landlords may serve and enforce this Order if the Tenants fail to move out as specified above.

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: February 22, 2018

---

Residential Tenancy Branch