



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL, MNCDT

### Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenants under the *Residential Tenancy Act* (the “Act”), seeking cancellation of a Two Month Notice to End Tenancy for Landlord’s Use of Property (the “Two Month Notice”), and a monetary order for money owed or compensation for damage or loss under the *Act*, regulation, or tenancy agreement.

The hearing was convened by telephone conference call and was attended by the Tenants, agent for the Tenant’s (the “Tenant’s Agent”) and the agent for the Landlord (the “Landlord’s Agent”). All parties provided affirmed testimony.

### Preliminary Matters

The Tenants made two claims under different and unrelated sections of the *Act*. 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.

As the Tenants applied to cancel a Two Month Notice, I find that the priority claim relates to whether the tenancy will continue and I find that the monetary claim made by the Tenants is both premature and not sufficiently related to the continuation of the tenancy. As result, I exercise my discretion to dismiss the Tenants’ claim for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation, or tenancy agreement with leave to re-apply.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting Orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agreed that unless the Tenant's vacate the property at an earlier date, the tenancy will end at 1:00 P.M. on April 30, 2018, at which point the Tenants will vacate the rental unit if they have not already done so.
2. The parties agreed that no rent will be due for April, 2018.
3. The parties agreed that if the Tenants move out early, the Landlord will provide them with additional compensation as outlined below.
4. The parties agreed that if the Tenants move out of the rental unit by 5:00 P.M. on March 31, 2018, the Landlord will pay them \$1,500.00. The Landlord will also reimburse them up to \$200.00 for the cost of either a truck rental or movers once presented with a receipt or invoice for these services.
5. The Parties agreed that if the Tenants move out of the rental unit by April 12, 2018, the Landlord will pay them \$500.00.
6. The parties agreed that if the Tenants move out of the rental unit by 1:00 P.M. on April 30, 2018, the Landlord will reimburse them up to \$100.00 for the cost of either a truck rental or movers, once presented with a receipt or invoice for these services.
7. The Tenants agreed to withdraw their Application in full as part of this mutual settlement agreement.
8. The parties agreed that this mutual settlement agreement settles all matters in relation to the Two Month Notice in full.

### Conclusion

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective at **1:00 pm on April 30, 2018**, after service on the Tenants. The Landlord is provided with **this Order** in the above terms and the Tenants must be served with **this Order** as soon as possible. Should the

Tenants fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

In support of the settlement described above, and with the agreement of the parties, I grant the Tenants a conditional Monetary Order in the amount of **\$1,500.00**. This Order **must** be read in conjunction with the related mutual settlement agreement and the Tenants **must not** serve or seek to enforce this Order on the Landlord unless the Landlord fails to meet the payment obligations set out in the mutual settlement agreement. The Tenants are only entitled to enforce the order in the amount owing or outstanding by the Landlord in accordance with the mutual settlement agreement, up to and including the maximum amount of \$1,500.00.

The Tenants are provided with this Monetary Order in the above terms and should the Landlord fail to meet the payment obligations set out in the mutual settlement agreement, the Landlord must be served with this Order as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: March 9, 2018

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Residential Tenancy Branch