



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION AND RECORD OF SETTLEMENT**

### **Dispute Codes**

CNL DRI MNDC LRE OLC PSF RR FF

### **Introduction**

The tenant's application under the *Residential Tenancy Act* (the Act) sought a myriad of remedies.

Both parties attended the hearing. The parties acknowledged exchange of evidence as also submitted to me.

Both parties confirmed that the issue regarding the landlord's 2 Month Notice to End for landlord's use was the primary issue to be dealt with, but in fact there are numerous other claims listed by the tenants in the application also. 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 the array of issues of concern to the tenant as they have [placed on their application in one hearing. Accordingly, hearings are generally limited to issues that are related in fact and law. In this case, all other issues are not related to the dispute respecting the 2 Month Notice. The parties were apprised that as a result the further claims would be dismissed pursuant to Rule 2.3 of the Rules of Procedure, with liberty to re-apply, unless the parties were to agree and I would record any agreement in this Decision.

### **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, some discussion

between the parties led to resolution of certain matters. As a result the parties confirmed to me **that they both agreed as follows:**

- 1.** That the tenancy will end **June 15, 2018** and the landlord will receive an Order of Possession effective the agreed date.
- 2.** That the landlord will provide the tenant with compensation equivalent to one month's payable rent of **\$650.00** pursuant to the landlord's 2 Month Notice to End. And, the tenant may choose to withhold this amount from the last month's rent in satisfaction of their compensation.
- 3.** That the tenant **may withhold \$225.00** from a future rent pursuant to overpayment of rent from May 2017 to January 2018.

The landlord and tenant confirmed they each understood the landlord's right access to the rental unit pursuant to the Act.

Both parties testified in the hearing confirming to me that they understood and agreed to the above terms, and that the settlement particulars comprise the full and final settlement of these aspects of this dispute.

The parties were unable to agree to the balance of the tenant's application, and those matters, *respecting a service or facility agreed upon but not provided and any ancillary compensation thereof*, are dismissed with leave to reapply.

So as to perfect this agreement,

**I Order** the tenant may deduct the agreed amounts itemized in **2.** and **3.** from a future rent.

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.

As the parties mutually resolved their dispute I decline to grant recovery of the filing fee.

**Conclusion**

The parties settled aspects of their dispute in the above terms and solely the balance of the tenant's claims are dismissed, with leave to reapply.

**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: April 04, 2018

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Residential Tenancy Branch