



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, AAT, LRE, OLC, RP, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenant 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”), an order for the Landlord to allow the Tenant and his guests access to the unit or site, an order restricting or setting conditions on the Landlord’s right to enter the rental unit, an order for the Landlord to comply with the *Act*, regulation, or tenancy agreement, an order for the Landlord to complete repairs, and recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Tenant, a witness for the Tenant, who is also an occupant of the rental unit, and the Landlord. All parties provided affirmed testimony. Neither party raised any concerns regarding the service of documentary evidence.

Preliminary Matters

Preliminary Matter #1

In the Application the Tenant sought multiple remedies under multiple sections of the *Act*, a number of which were unrelated 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.

As the Tenant applied to cancel a Two Month Notice, I find that the priority claim relates to whether the tenancy will continue or end. As the other claims by the Tenant are unrelated to the Two Month Notice, I therefore exercise my discretion to dismiss the Tenant’s claims for an order for the Landlord to allow the Tenant and his guests access to the unit or site, an order restricting or setting conditions on the Landlord’s right to enter the rental unit, an order for the Landlord to comply with the *Act*, regulation, or

tenancy agreement, and an order for the Landlord to complete repairs with leave to reapply.

Settlement

While the parties both provided significant testimony and evidence in the hearing, the opportunity for settlement was discussed and ultimately the parties reached a settlement agreement regarding the end of the tenancy as the Tenant and occupant have already secured alternate accommodation. 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 order.

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

1. The parties agree the tenancy will end on July 31, 2018, and the Tenant and occupant agree to vacate the rental property by this date and time.
2. The parties agree that the Tenant has been provided compensation pursuant to section 51(1) of the *Act* by way of receiving free rent for July 2018.
3. The parties agree that a move-out inspection will be completed on July 30, 2018, at 1:00 P.M. and that this settlement agreement constitutes the first notice of inspection pursuant to section 35 of the *Act* and section 17 of the regulation.
4. The parties agree that they may each bring a third party witness with them to the inspection, should they wish to do so.
5. The rights and obligations of the parties under the *Act* continue until the tenancy ends in accordance with this agreement.
6. The Tenant withdraws their Application in full as part of this mutually agreed settlement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective July 31, 2018. The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant 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.

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: July 20, 2018

Residential Tenancy Branch