



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, OLC, OPC, MNR, MNSD, FF

### Introduction

This was a cross-application hearing for Dispute Resolution under the *Residential Tenancy Act* (“the Act”).

On August 2, 2018, the Tenants applied to cancel a 1 Month Notice To End Tenancy For Cause, and for an order that the Landlord comply with the Act, Regulation, or tenancy agreement.

On August 17, 2018, the Landlord applied for an order of possession for the rental unit based on issuance of a 1 Month Notice To End Tenancy For Cause; for a monetary order for unpaid rent; for money owed or compensation for damage or loss; to keep the security deposit or pet damage deposit; and to recover the cost of the filing fee.

The matter was set for a conference call hearing. Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing. The parties confirmed that they exchanged the documentary evidence before 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

The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. For example, if a party has applied to cancel a notice to end tenancy, or is applying for an order of possession, an Arbitrator may decline to hear other claims that have been included in the application and the Arbitrator may dismiss such matters with or without leave to reapply.

I find that the most important matter to determine is whether or not the tenancy will end based on the 1 Month Notice To End Tenancy For Cause. The Landlord's claims for compensation due to unpaid rent and late rent fees are dismissed with leave to reapply.

### Issues to be Decided

- Does the Landlord have sufficient cause to end the tenancy?

### Background and Evidence

The parties testified that the tenancy was renewed in May 2016, as a fixed term tenancy which continued thereafter on a month to month basis. Rent in the amount of \$1,348.00 is due to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$650.00.

### Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenancy will end on **November 30, 2018, at 1:00 p.m.**
2. The parties agree that the Landlord is granted an order of possession effective **November 30, 2018, at 1:00 p.m.** The Landlord must serve the Tenant with the order of possession.
3. The Landlord's 1 Month Notice To End Tenancy For Cause dated July 27, 2018, is set aside.
4. The Tenant's application to cancel the 1 Month Notice To End Tenancy For Cause dated July 27, 2018, is dismissed.
5. The Landlord has leave to reapply for the monetary claims that were not heard.

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

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Since the parties agreed that the tenancy will end, I have not determined the merits of the applications before me; and therefore, I decline to award the costs of the application fees.

### Conclusion

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

The Landlord is granted an order of possession effective November 30, 2018, at 1:00 p.m. This order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 21, 2018

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Residential Tenancy Branch