



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

RECORD OF SETTLEMENT

Dispute Codes CNC, CNR, ERP, FFT, LAT, LRE

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the One Month Notice to End Tenancy for Cause (the "One Month Notice"), pursuant to section 47;
- cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Ten Day Notice"), pursuant to section 46;
- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67;
- an Order for emergency repairs, pursuant to section 33;
- an Order that the landlord's right to enter be suspended or restricted, pursuant to section 70;
- an Order to Allow Access for the Tenant or their guests, pursuant to section 70; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

Preliminary Issue- Severance

Residential Tenancy Branch (RTB) Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

It is my determination that the priority claims regarding the One Month Notice and the 10 Day Notice and the continuation of this tenancy are not sufficiently related to any of the tenant's other claims to warrant that they be heard together. The parties were given

a priority hearing date in order to address the question of the validity of the Notices to End Tenancy.

The tenant's other claims are unrelated in that the basis for them rests largely on facts not germane to the question of whether there are facts which establish the grounds for ending this tenancy as set out in the Notices to End Tenancy. I exercise my discretion to dismiss all of the tenant's claims with leave to reapply except cancellation of the notices to end tenancy.

Settlement

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, **discussion between the parties at the outset of the hearing led to a resolution**. Specifically, it was agreed as follows;

1. Both parties agree that the tenant will move out by no later than 1:00 p.m. on November 15, 2018.
2. Both parties agree that the landlord will return the last half of rent paid for November of \$600.00 to the tenant by the end of the day; November 6, 2018.
3. Both parties agree that the landlord will return the security deposit to the tenant once she has vacated the unit on November 15, 2018.

Pursuant to this agreement the landlord will be given an order of possession to reflect condition #1 of this agreement. Should it be necessary, this order may be filed in the Supreme Court and enforced as an order of that Court.

Pursuant to this agreement the tenant will be given a monetary order to reflect condition #2 of this agreement. Only if it should be necessary; and if the landlord does not return the two weeks rent as agreed in condition #2, this order may be filed in the Small claims division of the Provincial Court and enforced as an order of that Court.

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.

As the parties were able to resolve the matter I decline to award the recovery of the filing fee.

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: November 06, 2018

Residential Tenancy Branch