



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GEMINI VENTURES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL DRI ERP OLC RP RR MNDC FF

Introduction

This hearing was convened pursuant to the Tenants' Application for Dispute Resolution made on January 7, 2019 (the "Application"). The Tenants applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a Two Month Notice to End Tenancy for Landlord's Use of Property, dated December 18, 2018;
- an order relating to a disputed rent increase;
- an order requiring the Landlord to make emergency repairs for health or safety reasons;
- an order that the Landlord comply with the *Act*, regulation, and/or the tenancy agreement;
- an order that the Landlord make repairs to the unit, site, or property;
- an order reducing rent for repairs, services or facilities agreed upon but not provided;
- a monetary order for money owed or compensation for damage or loss; and
- an order granting recovery of the filing fee.

The Tenants R.S. and R.S. attended the hearing. The Landlord was represented at the hearing by M.M., an agent. All in attendance provided a solemn affirmation.

At the outset of the hearing, the parties were advised that Rule of Procedure 2.3 permits an arbitrator to exercise discretion to dismiss unrelated claims with or without leave to reapply. As the most important issue to address was whether or not the tenancy would continue, I found it appropriate to exercise my discretion to dismiss all but the Tenants' request for an order cancelling the Two Month Notice and to recover the filing fee, with leave to reapply as appropriate. However, as noted below, the parties came to an agreement during the hearing regarding the end of the tenancy.

Settlement

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, which would be documented in my Decision.

The parties agreed to settle this matter as follows:

1. The parties agree the tenancy will end on March 31, 2019, at 1:00 p.m.
2. The Tenants agree to vacate the rental unit no later than March 31, 2019, at 1:00 p.m.
3. The parties agree that rent in the amount of \$1,040.00 is due for the month of March 2019.

The parties' rights and obligations under the *Act* and the tenancy agreement continue until the tenancy ends in accordance with this agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*. As this outcome was achieved through negotiation, I decline to award recovery of the filing fee to the Tenants.

Conclusion

I order the parties to comply with the terms of the settlement agreement set out above.

In support of the settlement, and with the agreement of the parties, I grant the Landlord an order of possession, which will be effective on March 31, 2019, at 1:00 p.m. The order may be filed in and enforced as an order of the Supreme Court of British Columbia.

The Tenants are granted leave to reapply for the remainder of the relief sought at a later date, as appropriate.

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: February 7, 2019

Residential Tenancy Branch