



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION AND RECORD OF SETTLEMENT

Dispute Codes CNR MNDC RP LRE OLC FF

Introduction

This hearing was convened in response to an application by the tenant pursuant to the *Residential Tenancy Act* (the “Act”) for multiple remedies inclusive of cancellation of a Notice to End, a monetary claim, repairs, and for the landlord to comply with the Act.

Both parties attended the hearing and provided testimony. The landlord confirmed receiving the Notice of Dispute Resolution Proceeding and the tenant’s application.

Preliminary and Procedural matters

The tenant seeks multiple remedies under multiple sections of the *Act*, a number of which are not sufficiently related 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. Upon review of the tenant’s application, the issues applied for, and the evidence before me, I find the most pressing portion of the tenant’s application is the matter of the Notice to End Tenancy in this matter issued December 28, 2018 for non- payment of rent. As a result, I exercise my discretion to dismiss all of the claim items within the application with the exception of the tenant’s claim to cancel the 10 Day Notice to End for unpaid rent. It must be noted that the landlord has not made application for unpaid rent.

The balance of the tenant’s claims on application is dismissed, *with leave to reapply*, should they remain relevant.

Issue(s) to be Decided

Should the 10 Day Notice to End be cancelled, and if not is the landlord entitled to an Order of Possession?

Analysis

During the course of the hearing the parties briefly discussed their dispute and each agreed to settle the status of the tenancy to the satisfaction of both parties. **Section 63** of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing and

an Arbitrator may record their settlement as a Decision and Order. Pursuant to this provision, some discussion between the parties led to resolution of the relevant matter respecting the 10 Day Notice to End for Unpaid Rent. As a result the parties confirmed to me that **they both agreed as follows;**

1. The tenancy will end February 28, 2019 and the landlord will receive an **Order of Possession** effective the agreed date.

Both parties testified in the hearing confirming to me that they understood and agreed to the above terms, and that the settlement particulars comprise solely settlement of the status of the tenancy.

So as to perfect this settlement agreement, the landlord is given an **Order of Possession**, effective **February 28, 2019**. The tenant must be served with this Order. If the tenant fails to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

As the parties settled this matter in dispute I decline to grant the tenant the filing fee.

Conclusion

The parties settled their dispute in relation to the tenant's application respecting the 10 Day Notice to End Tenancy for Unpaid Rent in the above terms.

This Decision and Settlement agreement 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: February 12, 2019

Residential Tenancy Branch