



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      CNC DRI MNDC LRE

### Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order regarding a disputed additional rent increase pursuant to section 43;
- authorization to change the locks and/or to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;

All named parties attended the hearing.

### Preliminary Issue – Scope of Application

*Residential Tenancy Branch Rules of Procedure*, Rule 2.3 states that, if, in the course of the dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

Aside from the tenant's application to cancel the Notice to End Tenancy, I exercised my discretion to dismiss the remainder of the issues identified in the tenants' application with leave to reapply as these matters were not related. Leave to reapply is not an extension of any applicable time limit.

### Settlement of dispute relating to One Month Notice

Pursuant to section 63 of the Act, an arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. The parties expressed an interest and were successful in resolving the dispute relating to the Notice to End Tenancy by mutual agreement under the following final and binding terms:

1. The landlord agrees to withdraw the One Month Notice to End Tenancy dated December 27, 2018.
2. The tenants and landlord reached a mutual agreement to **end this tenancy** *no later* than **1:00 p.m. on June 30, 2019**, and, the landlord will be granted an **Order of Possession** effective this date.
3. The tenants further agreed to compensate the landlord in the amount of **\$500.00** for damages caused by the tenants to the garage floor and wall. The landlord will have this damage repaired and agreed that he would cover any amount above this \$500.00 amount himself and waive any right to make a claim against the tenants for this specific damage. The tenants agreed to pay this amount in four equal installments of \$125.00 per month starting on March 1, 2019. This \$125.00 per month will be payable in addition to the monthly rent payable under the tenancy agreement.
4. The tenants further agreed to continue to not smoke inside the rental unit.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of the dispute relating to the Notice to End Tenancy.

**This Decision and Settlement Agreement is final and binding on both parties.**

Conclusion

I grant an Order of Possession to the landlord effective **1:00 p.m. on June 30, 2019**. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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

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Residential Tenancy Branch