



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MNDC OLC RP

Introduction

This hearing dealt with the tenant's 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 requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;

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 am exercising my discretion to dismiss the remainder of the issues identified in the tenants' application with leave to reapply as these matters are 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 tenant and landlord reached a mutual agreement to **end this tenancy** *no later* than **1:00 p.m. on February 28, 2019**, and, the landlord will be granted an **Order of Possession** effective this date.
2. In an effort to assist the tenant with moving costs, the landlord agrees to extinguish her right to retain the security deposit pursuant to section 38 of the Act and will return the tenant's security deposit in the full amount of **\$250.00** on **February 20, 2019**. The landlord would still be at liberty to make an application for a monetary order for any damages to the rental unit at the end of the tenancy but may not retain the security deposit.
3. The landlord agrees to compensate the tenant with an additional **\$100.00** which is payable immediately upon the tenant vacating the rental unit and handing over the keys to the landlord.
4. The tenant is granted a Monetary Order in the amount of **\$350.00** and the enforceable portion of this order will be reduced in accordance with any payments made to the tenant.

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 February 28, 2019**. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 67 of the *Act*, I grant the tenant a Monetary Order in the amount of **\$350.00**. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 19, 2019

Residential Tenancy Branch