



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

RECORD OF SETTLEMENT

Dispute Codes FFT, LAT, LRE, MNDCT, CNL

Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to change the locks to the rental unit pursuant to section 70;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

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 claim regarding the Two Month Notice and the continuation of this tenancy are not sufficiently related to the tenants' monetary claim. The parties were given a priority hearing date in order to address the question of the validity of the Notice to End Tenancy.

The tenant's monetary claim is unrelated in that the basis for that 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 Notice to End Tenancy. I exercise my discretion to dismiss the tenants' monetary claim with leave to reapply and to address the remaining items applied for by the tenant.

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 April 30, 2019.

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.

As the tenant initiated the settlement discussion and did not require the services of dispute resolution, I exercise my discretion and I decline to award the recovery of the filing fee to the tenant, she must bear that cost. 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.

It is worth noting, that both parties continually referred to monetary claims and the security deposit. It was explained several times in great detail that both parties are at liberty to file their own separate monetary claim if they are unable to resolve the matter outside of this hearing.

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: April 23, 2019

Residential Tenancy Branch