



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BUCKLEY VILLAGE INVESTMENTS
LIMITED and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFL MNDCL-S MNRL-S OPM

Introduction

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

- an Order of Possession for a Mutual Agreement to End a Tenancy, pursuant to section 55 of the *Act*;
- a Monetary Order for unpaid rent and compensation for damages or loss, and authorization to retain the security deposit in partial satisfaction of this monetary claim, pursuant to section 67 of the *Act*; and
- recovery of the filing fee from the tenants pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

As both parties were in attendance, service of documents was confirmed. Tenant T.R. confirmed receipt of the landlord's Notice of Hearing, which was served on the tenant by posting on the rental unit door, in accordance with section 89 of the *Act*.

Preliminary Issue – Dismiss Unrelated Claims

The landlord's application included an unrelated claim for monetary compensation, in addition to their priority claim for an Order of Possession for a Mutual Agreement to End Tenancy.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure states that claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

I find that landlord's priority claim, the request for an Order of Possession, provided the landlord with an earlier hearing date than would have been provided for the unrelated monetary claims. Therefore, the landlord's claims, other than for the Order of Possession are dismissed with leave to reapply.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for a Mutual Agreement to End Tenancy?

Analysis

Pursuant to section 63 of the *Act*, the 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.

At the outset of the hearing, Tenant T.R. confirmed that they were planning to be moved out of the rental unit by the end of the day. The tenant's advocate L.D. clarified that the tenants' possessions might take a bit longer to move, and requested that the tenants be given until 6:00 p.m. the following day, August 13, 2019 to fully vacate the rental unit.

The landlord agreed to the tenants' request. Therefore, the following final and binding settlement of the issue currently under dispute at this time was voluntarily agreed to by both parties.

1. The tenants agreed to return possession of the rental unit to the landlord by no later than 6:00 p.m. on August 13, 2019.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord an Order of Possession dated August 13, 2019 at 6:00 p.m. to be served on the tenants ONLY if the tenants fail to abide by the terms set out in this settlement agreement.

Should the landlord be required to serve this Order on the tenants and should the tenants or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's application containing unrelated claims for monetary orders is dismissed with leave to reapply.

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: August 12, 2019

Residential Tenancy Branch