



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes For the tenant: CNC, OLC, RP, RR, MNDCT
For the landlord: OPC

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the Residential Tenancy Act (“Act”).

The tenant applied for an order cancelling the landlord’s One Month Notice to End Tenancy for Cause (“Notice”), for an order requiring the landlord to comply with the Act, the Regulations, or the tenancy agreement, for an order requiring the landlord to make repairs to the rental unit, an order allowing a reduction in rent, and for a monetary order for money owed or compensation for damage or loss under the Act, the tenancy agreement or the regulation.

The landlord applied for an order of possession for the rental unit pursuant to the Notice.

The tenant and the landlord attended the hearing, the hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process.

Thereafter the participants were provided the opportunity to present their evidence orally, refer to relevant evidence submitted prior to the hearing, question the other party, and make submissions to me.

I have reviewed all relevant evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (the “Rules”); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary matter-I have determined that the portion of the tenant’s application for an order requiring the landlord to comply with the Act, the Regulations, or the tenancy

agreement, for an order requiring the landlord to make repairs to the rental unit, an order allowing a reduction in rent, and for a monetary order for money owed or compensation for damage or loss under the Act, the tenancy agreement or the regulation is unrelated to the primary issue of disputing the Notice, as the tenancy may be ending.

As a result, pursuant to section 2.3 of the Residential Tenancy Branch Rules of Procedure, I have severed the tenant's Application and dismissed the tenant's request for that relief, with leave to reapply.

The hearing proceeded on consideration of the landlord's Notice.

I further note that these parties were in dispute resolution before the undersigned arbitrator on July 29, 2019, on the tenant's application for an expedited hearing based upon his request for an order requiring the landlord to make emergency repairs to the rental unit.

I attempted to combine that tenant's application with the present cross applications on the July 29, 2019, hearing with the present hearing; however, the tenant presented that he was not prepared to go forward at that time.

The parties were informed that the decision in that matter would not be made until a hearing on these applications, due to the potential of the tenancy ending.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the landlord's Notice?

Is the landlord entitled to an order of possession for the rental unit based upon her Notice?

Background and Evidence

The parties appeared and each submitted some of their respective positions.

Thereafter a mediated discussion ensued and the parties agreed to resolve their differences and that I would record their settlement.

Settled Agreement

The tenant and the landlord agreed to a mutual settlement under the following terms and conditions:

1. The tenant agrees to vacate the rental unit by 1:00 p.m. on September 30, 2019;
2. The tenant understands the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenant fails to vacate the rental unit by 1:00 p.m., September 30, 2019, the landlord may serve the order of possession on the tenant for enforcement purposes;
3. The landlord agrees that the tenant may provide a 10 day notice to end the tenancy to the landlord if he finds another rental unit prior to September 30, 2019;
4. The tenant agrees that he will take down any signs he has posted on the rental unit and residential property the day of the hearing;
5. The tenant agrees that he will remove his car seat presently located in the tool shed on the residential property the day of the hearing; and
6. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the portion of the tenant's application seeking cancellation of the landlord's Notice, the landlord's application seeking enforcement of her Notice, and that no finding is made on the merits of the said respective applications for dispute resolution or the landlord's Notice.

Conclusion

The tenant and the landlord have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit in the event the tenant fails to vacate the rental unit by September 30, 2019, at 1:00 p.m.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision containing the recorded settlement of the parties 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 6, 2019

Residential Tenancy Branch