



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, MNDCT

### Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on July 4, 2019, wherein the Tenant sought to cancel a 1 Month Notice to End Tenancy for Cause issued on June 27, 2019 (the "1 Month Notice"), an Order that the Landlord comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation* and or the tenancy agreement as well as monetary compensation from the Landlord.

The hearing was conducted by teleconference at 11:00 a.m. on August 20, 2019.

Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

### Preliminary Matter—Issues to be Decided

Hearings before the Residential Tenancy Branch are conducted in accordance with the *Residential Tenancy Branch Rules of Procedure*. Rule 2.3 provides 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.

As discussed during the hearing, hearings before the Residential Tenancy Branch are scheduled on a priority basis. Time sensitive matters such as a tenant's request for emergency repairs or the validity of a notice to end tenancy are given priority over monetary claims.

It is my determination that the priority claim before me is the validity of the 1 Month Notice. I also find that this claim is not sufficiently related to the Tenant's other claims; accordingly I exercise my discretion and dismiss the balance of the Tenant's claims with leave to reapply.

#### Settlement and Conclusion

During the hearing the Landlord's Agent confirmed the Landlord wished to withdraw the 1 Month Notice. The Tenant confirmed he was agreeable to this as it was his desire to remain in the rental unit.

Pursuant to section 64(3) of the *Act* I record the parties' settlement as it relates to the 1 Month Notice.

The Tenant's claim for an Order that the Landlord comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation* and or the tenancy agreement as well as his claim for monetary compensation from the Landlord 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 20, 2019

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Residential Tenancy Branch