



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

RECORD OF SETTLEMENT

Dispute Codes CNL, CNR, DRI, FFT, MNDCT, MNRT, OLC, RP, RR

Introduction

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

- cancellation of the Ten-Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Ten Day Notice"), pursuant to section 46;
- cancellation of the Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two Month Notice"), pursuant to section 49;
- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67;
- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62;
- an Order for regular repairs, pursuant to section 32;
- disputation of a rent increase from the landlord, pursuant to section 42 and 43 of the *Act*;
- an order seeking a rent reduction pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

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

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 claims regarding the Ten Day Notice and the Two Month Notice and the continuation of this tenancy are not sufficiently related to any of

the tenant's other claims to warrant that they be heard together. The parties were given a priority hearing date in order to address the question of the validity of the Notices to End Tenancy.

The tenant's other claims are unrelated in that the basis for them 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 Notices to End Tenancy. I exercise my discretion to dismiss all of the tenant's claims with leave to reapply except cancellation of the notices to end tenancy and recovery of the filing fee for this application. This was explained in great detail to both parties. Both parties advised that they understood.

Settlement Agreement between the parties

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 February 15, 2020.

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.

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 in regard to the order of possession only. As the majority of the tenants application was dismissed with leave to reapply, I find that the tenant must bear the cost of the filing fee and therefore is not granted the recovery of that cost.

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: January 23, 2020

Residential Tenancy Branch