



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC OLC MNDC PSF AAT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, by teleconference, was held on April 21, 2020. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties attended the hearing and provided testimony.

### Preliminary and Procedural Matters

The Tenant applied for multiple remedies under the *Act*, some of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues before me deal with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss, with leave to reapply, all of the grounds on the Tenant's application with the exception of the following ground:

- to cancel a 1-Month Notice to End Tenancy for Cause (the "Notice").

During the hearing, both parties confirmed that the Landlord issued a 1-Month Notice to End Tenancy for Cause (the Notice) in February of 2020. Neither party provided a copy

of the Notice for the hearing, but both parties agreed to settle matters relating to this Notice, at the hearing.

An adjournment was offered to the parties to provide more time to submit evidence during the pandemic. However, both parties preferred to proceed with settling the issues behind the Notice. The settlement agreement is outlined below.

### Settlement Agreement

During the hearing, a mutual agreement was discussed and the Tenant agreed to withdraw her application to cancel the Notice as long as she could have some extra time to move out, which the Landlord agreed to.

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Tenant will move out of the rental unit by **June 30, 2020, at 1pm.**
- The Tenant is at liberty to move out before this time.
- The Notice issued on February 24, 2020, is cancelled.
- The Tenant withdraws her application to cancel the Notice.
- Any other claim, beyond the application to cancel the Notice, is not included in this settlement agreement, and each party is at liberty to reapply for these issues or for other issues that arise during the remainder of the tenancy.
- This mutual agreement only settles when the tenancy will end.
- The Tenant confirmed that she did not pay rent this month because of this dispute but she will pay April rent, in full, by April 22, 2020, May rent by May 3, 2020, and June rent by the first of June. Should the Tenant fail to pay rent in this manner, the Landlord is at liberty to issue a 10 Day Notice to End Tenancy for Unpaid Rent, and seek an order of possession and a monetary order for the unpaid rent.

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. Parties are encouraged to try to work together on any remaining issues.

To give effect to the settlement reached by the parties, I also grant the Landlord an Order of Possession effective June 30, 2020, at 1pm to reflect the end of tenancy.

### Conclusion

In support of the agreement described above, the Landlord is granted an order of possession effective June 30, 2020, at 1pm and after service on the Tenant. The Landlord may serve and enforce this Order if the Tenant fails to move out as specified above.

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 21, 2020

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Residential Tenancy Branch