



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNL, DRI, RR, LRE, RP, OLC, MNDCT, FFT**

### Introduction

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

- An order to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property pursuant to section 49;
- An order to dispute a rent increase pursuant to section 41;
- An order to reduce rent for repairs/services/facilities agreed upon but not provided pursuant to section 65;
- An order to suspend a landlord's right to enter the rental unit pursuant to section 70;
- An order for regular repairs pursuant to sections 32 and 62;
- An order for the landlord to comply with the Act, Regulations and/or tenancy agreement pursuant to section 62;
- A monetary order for damages or compensation pursuant to section 67; and
- Authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenant attended the hearing and the landlord attended the hearing represented by his co-landlord, YH ("landlord"). As both parties were in attendance, service of documents was confirmed. The landlord confirmed receipt of the tenant's application for dispute resolution and the parties acknowledged the exchange of evidence and stated there were no concerns with timely service of documents. Both parties were prepared to deal with the matters of the application.

### Preliminary Issue

At the commencement of the hearing, I canvassed the parties whether the amendment included both the tenant's and landlord's evidence package was filed. The amendment sought to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The tenant testified he filed the amendment at a service BC location however the filed

amendment was not uploaded to my dispute resolution system. As both parties and I had the amendment and all were prepared to deal with the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, the issue of disputing this Notice was heard during the hearing.

#### Preliminary Issue – Unrelated Issues

Rules 2.3 and 6.2 of the Residential Tenancy Branch Rules of Procedure (“Rules”) allow an arbitrator to consider whether issues are related and if they would be heard at the same time. I determined the issue of whether to cancel the landlord’s Two Month Notice to End Tenancy for Landlord’s Use and whether to cancel the landlord’s 10 Day Notice for Unpaid Rent or Utilities were sufficiently related and I would be hear them at today’s hearing. The other issues applied for by the tenant I considered to be unrelated and I dismissed them with leave to reapply at the commencement of the hearing.

#### Settlement Reached

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The parties agree to a mutual agreement to end the tenancy. This tenancy will end on July 1, 2020 at 1:00 p.m. by which time the tenant and any other occupant will have vacated the rental unit.
2. The Two Month’s Notice to End Tenancy for Landlord’s Use and the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities are cancelled and of no further force or effect.
3. The parties agree to conduct a condition inspection report inspection at 1:00 p.m. on July 1, 2020.
4. The landlord agrees that rent for the month of April is considered paid by compensation covered under section 51 of the *Act*.
5. The tenant is obligated to pay rent for the month of May, payable on or before midnight on May 15, 2020. Rent is set at \$1,600.00 per month.

6. The rights and obligations of the parties under the *Act* continue until the tenancy ends.
7. The tenant is to pay to the landlord \$500.00 in outstanding utilities, after deducting the \$600.00 in overpayment in rent collected by the landlord from October 1, 2019 to March 2020.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute that were not previously dismissed with leave to reapply.

The recovery of the filing fee is discretionary upon the arbitrator. I decline to award the tenant recovery of the filing fee.

#### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession immediately and enforce it as early as 1:01 p.m. on July 1, 2020 should the landlord choose to do so.

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of \$500.00.

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: May 04, 2020

---

Residential Tenancy Branch