



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL – 4M, MNDC, OLC, FF

Introduction

This hearing, held on June 26, 2020, was convened as a result of the Tenant's Application for Dispute Resolution. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both sides attended the hearing and provided testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. Both parties confirmed receipt of each others' evidence and did not take issue with the service of any of the documents. I find both parties sufficiently served each other with the evidence. Further, the Landlord confirmed receipt of the Tenant's Notice of Hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

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 application with the exception of the Tenant's request to cancel the 4-Month Notice.

Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties made an agreement with respect to the Notice to End Tenancy that the Landlord issued. The Landlord stated that there is no longer any money to perform the renovations as planned, and they wish to cancel and withdraw the Notice issued in February 2020. Both parties consented to the Landlord withdrawing and cancelling the Notice to End Tenancy issued. The Tenant agreed to move out of the unit by July 10, 2020.

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 4-Month Notice to End Tenancy issued by the Landlord in February 2020 is withdrawn and of no force or effect and the Landlord has no obligations to fulfill the reasons listed on that Notice.
- The Tenant agrees he will move out of the rental unit by July 10, 2020, at 1pm.

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 the Notice to End Tenancy.

Since this resolution came to fruition by mutual consent and settlement, I have not made any findings on the merits of the Notice issued. As such, I decline to award the recovery of the filing fee, pursuant to section 72 of the *Act*.

To give effect to the settlement reached by the parties, I also grant the Landlord an Order of Possession effective July 10, 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 July 10, 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 Order **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of this agreement.

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: June 26, 2020

Residential Tenancy Branch