



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP, PSF, CNC, RR, LRE, OLC, FFT

### Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. A participatory hearing, by teleconference, was held on August 13, 2020. The Tenants' applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties attended the hearing and provided testimony. Each party confirmed receipt of each other's documentary evidence.

### Preliminary and Procedural Matters

The Tenants 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 Tenants' application with the exception of the following ground:

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

The Tenants also stated they recently received a 10 Day Notice to End Tenancy for Unpaid rent, but were unable to amend this application to include it because there was not enough time to do so before this hearing. Since no application was made to cancel the 10 Day Notice, and this hearing was not amended within the allowable time frame, I will not consider the 10 Day Notice any further as part of this hearing. The only Notice I will consider is the 1 Months Notice, which the Tenants applied to cancel as part of their initial application.

### Settlement Agreement

During the hearing, a mutual agreement was discussed, and both parties agreed to set aside the 1 Month Notice, and the application to cancel the 1 Month Notice. The Tenants were made aware that the tenancy could potentially end within a couple of days, or not at all, if I were to make a decision regarding the merits of the Notice. However, rather than have me make the decision on the Notice, both parties chose to control how and when the tenancy ends by way of this mutual agreement.

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 Tenants will move out of the rental unit by **August 31, 2020, at 1pm.**
- The 1-Month Notice from July 2020, is cancelled.
- This mutual agreement only settles when the tenancy will end.

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 Landlords an Order of Possession effective August 31, 2020, at 1pm to reflect the end of tenancy.

Conclusion

In support of the agreement described above, the Landlords are granted an order of possession effective **August 31, 2020**, at 1pm and after service on the Tenants. The Landlords may serve and enforce this Order if the Tenants fail 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: August 13, 2020

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Residential Tenancy Branch