



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **CNC, MNDCT, DRI, AS, OLC**

**FFL, OPC, MNRL-S, MNDL**

### **Introduction**

This hearing dealt with applications filed by both the tenant and the landlord pursuant to the Residential Tenancy Act ("Act").

The tenant applied for:

- An order to cancel a One Month Notice To End Tenancy for Cause pursuant to sections 47 and 55;
- A monetary order for damages or compensation pursuant to section 67;
- An order to dispute a rent increase pursuant to section 41;
- An order to allow an assignment or sublet when permission from the landlord was unreasonably denied; and
- An order for the landlord to comply with the Act, Regulations and/or tenancy agreement pursuant to section 62.

The landlord applied for:

- Authorization to recover the filing fee for this application from the tenant pursuant to section 72;
- An Order of Possession for Cause pursuant to sections 47 and 55;
- A monetary order for rent and/or utilities and authorization to retain a security deposit pursuant to sections 38 and 67; and
- A monetary order for compensation for damage caused by the tenant, their pets or guests to the unit, site or property pursuant to section 67.

The tenant MM attended the hearing and was represented at the hearing by an agent, NL. The landlord GL attended the hearing and was represented by an agent, NB. As both parties were present, exchange of documents was confirmed. Both parties acknowledge being served with one another's Notice of Dispute Resolution Proceedings

and evidence. Although the landlord states the tenant's application was received late, the landlord was willing to proceed with having the merits of both applications heard.

#### 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 uphold or cancel the landlord's one month notice to end tenancy for cause was unrelated to both of the parties' other issues and dismissed all of the remaining issues 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 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. There will be a mutual agreement to end the tenancy. This tenancy will end at 1:00 p.m. on October 31, 2020 at which time the tenants and any other occupants will have vacated the rental unit.
2. The rights and obligations of the parties continue until the tenancy ends.
3. The parties will conduct a condition inspection report on October 31, 2020 at a mutually agreed to time.

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.

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 1:00 p.m. on October 31, 2020 should the landlord be required to do so.

The remainder of the issues on each parties' applications are dismissed with leave to reapply.

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 18, 2020

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Residential Tenancy Branch