



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, RP, OLC, MNDCT, FFT (Tenant's Application)
 OPC, MNDL, FFL, MNDCL (Landlord's Application)

Introduction

This hearing convened as a result of cross applications. In the Tenant's Application for Dispute Resolution, filed on July 28, 2020, the Tenant sought the following relief:

- an Order canceling a 1 Month Notice to End Tenancy for Cause issued on July 18, 2020 (the "Notice");
- an Order that the Landlord make repairs to the rental unit;
- an Order that the Landlord comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, and/or the residential tenancy agreement; and,
- monetary compensation from the Landlord;
- recovery of the filing fee.

In the Landlord's Application for Dispute Resolution, filed on July 31, 2020, the Landlord sought the following relief:

- an Order of Possession based on the Notice;
- monetary compensation from the Tenant; and,
- recovery of the filing fee.

The hearing of the parties' respective Applications was scheduled for teleconference before me at 9:30 a.m. on August 27, 2020. The Tenant called into the hearing, as did the Landlord's parents, M.M. and M.N. M.M. confirmed she was calling in as agent for the Landlord as the Landlord was at work. The Tenant also had, H.L., a witness available to testify although I did not hear from H.L. I also did not hear from the Landlord's father, M.N.

The Tenant and the Landlord's agent were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised. I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matter—Issues to be Decided

Hearings before the Residential Tenancy Branch are governed by the *Residential Tenancy Branch Rules of Procedure*. At all times an Arbitrator is guided by *Rule 1.1* which provides that Arbitrators must ensure a fair, efficient and consistent process for resolving disputes for landlords and tenants.

Residential Tenancy Branch Rule of Procedure 2.3 provides that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

Hearings before the Residential Tenancy Branch are scheduled on a priority basis. Time sensitive matters such as a tenant's request for emergency repairs or the validity of a notice to end tenancy are given priority over monetary claims. In the case before me the parties requested orders with respect to the Notice as well as monetary claims.

At the outset of the hearing I informed the parties that I would address the validity of the Notice as that was the most time sensitive matter. Consequently, I dismissed their respective monetary claims with leave to reapply.

When the Tenant was afforded an opportunity to testify, he stated that he and his family has secured alternate accommodation and intended to vacate the rental unit by the effective date of the Notice, namely: August 31, 2020. The Tenant further confirmed his agreement that the Landlord receive an Order of Possession for that time.

The Landlord confirmed she was agreeable to ending the tenancy on this mutual basis. As such, the terms of their agreement to end the tenancy is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4

of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the validity of the Notice. The terms of this settlement follow.

As the tenancy is ending, the Tenant's request for repairs and an Order that the Landlord comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, and/or the residential tenancy agreement were no longer relevant; as such, they are dismissed without leave to reapply.

I find the parties should each bear the cost of the fee paid to file their Application; accordingly, their request for recovery of this fee is dismissed without leave to reapply.

Conclusion

1. The Tenant's request for monetary compensation from the Landlord is dismissed with leave to reapply.
2. The Landlord's request for monetary compensation from the Tenant is dismissed with leave to reapply.
3. By consent, the tenancy shall end and the Tenant shall vacate the rental unit by no later than **1:00 p.m. on August 31, 2020**.
4. By consent, the Landlord is granted an Order of Possession effective **1:00 p.m. on August 31, 2020**. The Landlord must serve the Order on the Tenant as soon as possible and may if necessary, file and enforce the Order in the B.C. Supreme Court.
5. The Tenant's request for an Order that the Landlord make repairs to the rental unit is dismissed without leave to reapply.
6. The Tenant's request for an Order that the Landlord comply with the *Residential Tenancy Act*, the *Regulation* and the tenancy agreement dismissed without leave to reapply.
7. The parties shall each bear the cost of the fee paid to file their respective Applications.

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 27, 2020

Residential Tenancy Branch