



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNL-4M-MT, MNDCT, RP, RR, OLC

Introduction

This hearing, held on December 4, 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.

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, as well as the Tenant's request to cancel the 10-Day Notice.

Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties made an agreement with respect to the all of the Notices to End Tenancy that the Landlord issued, as of this date. Both parties consented to the Landlord withdrawing all Notices to End Tenancy issued thus far. Rather than have the tenancy end by way of any of the Notice's to End Tenancy, the parties made an agreement to end the tenancy by mutual consent, in order to give the Tenant significantly more time to find suitable alternative accommodation.

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:

- All Notices to End Tenancy issued by the Landlord are withdrawn and cancelled by mutual consent and are of no force or effect.
- The Tenant will move out of the rental unit by **March 31, 2021, at 1pm.**
- The Tenant is at liberty to move out before this time.
- These terms comprise the full and final settlement of all Notices to End Tenancy.

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.

To give effect to the settlement reached by the parties, I also grant the Landlord an Order of Possession effective March 31, 2021, 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 March 31, 2021, 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 Tenant, unless the Tenant fails 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: December 04, 2020

Residential Tenancy Branch