



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC
 CNC-MT, RP, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlord under the Residential Tenancy Act (the Act), seeking:

- An Order of Possession based on a One Month Notice to End Tenancy for Cause (the One Month Notice).

This hearing dealt with a Cross-Application for Dispute Resolution (the Cross-Application) that was filed by the Tenant under the Act seeking;

- An extension to the legislative time period under section 47(4) of the Act, for disputing the One Month Notice;
- Cancellation of the One Month Notice; and
- Recovery of the filing fee.

I note that section 55 of the Act requires that when a tenant submits an Application seeking to cancel a notice to end tenancy issued by a landlord, I must consider if the landlord is entitled to an order of possession if the Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with section 52 of the Act.

The hearing was convened by telephone conference call and was attended by the Tenant, a witness for the Tenant, and two agents for the Landlord (the Agents), all of who provided affirmed testimony. As the parties acknowledged receipt of each other's respective Notices of Dispute Resolution Proceedings, including copies of their Applications and the Notice of Hearing, the hearing proceeded as scheduled. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

At the request of the parties, copies of the decision and any orders issued in their favor will be emailed to them at the email addresses provided in their respective Applications.

Preliminary Matters

In their Cross-Application the Tenant sought multiple remedies under multiple unrelated sections of the Act. 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.

As the Tenant applied to cancel a One Month Notice and the Landlord applied to enforce the One Month Notice, I find that the priority claims relate to validity of the One Month Notice and whether the tenancy will continue or end. I find that the Tenant's claim for repairs to the rental unit is not sufficiently related to the One Month Notice and as a result, I exercise my discretion to dismiss this portion of the Tenant's Application with leave to reapply.

As a result, the hearing proceeded based only on the Landlord's Application seeking an Order of Possession based on the One Month Notice, the Tenant's Cross-Application seeking and extension of the time period for disputing the One Month Notice and cancellation of a One Month Notice, as well as the Tenant's Application for recovery of the filing fee.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree the tenancy will end on April 30, 2021, at 1:00 P.M. (Pacific Time).
2. The Tenant agrees to vacate the rental property by 1:00 P.M. on April 30, 2021.
3. The rights and obligations of the parties under the Act, regulations, and tenancy agreement continue until the tenancy ends in accordance with this agreement.
4. The parties agree that this settlement agreement constitutes full and final settlement of the matters claimed by the parties in their respective Applications,

with the exception of the Tenant's claim for repairs, which was dismissed with leave to reapply.

This settlement agreement was reached in accordance with section 63 of the Act.

Conclusion

I order the parties to comply with the terms of the settlement agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective April 30, 2021, at 1:00 P.M. The Landlord is provided with this Order in the above terms and this Order should be served on the Tenant as soon as possible. Should the Tenant fail to comply with the settlement agreement and this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: February 5, 2021

Residential Tenancy Branch