



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, CNR, MNDCT, OLC

### Introduction

On December 30, 2020, the Tenant made an Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause pursuant to Section 47 of the *Residential Tenancy Act* (the “*Act*”) and seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*.

On January 23, 2021, the Tenant made an Application for Dispute Resolution seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent pursuant to Section 46 of the *Act*.

On February 4, 2021, the Tenant made an Application for Dispute Resolution seeking to cancel another 10 Day Notice to End Tenancy for Unpaid Rent pursuant to Section 46 of the *Act* and seeking to an Order to Comply pursuant to Section 62 of the *Act*.

The Tenant attended the hearing, and K.P. attended as a witness for the Tenant. Landlord G.M. attended the hearing as well, with G.B attending as an agent for the Landlord. All parties in attendance, with the exception of G.B., provided a solemn affirmation.

Service of the Notice of Hearing and evidence packages were discussed, and I was satisfied that the three Notice of Hearing packages were duly served on the Landlord.

As per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other, and I have the discretion to sever and dismiss unrelated claims. As such, this hearing primarily addressed issues related to the three notices to end tenancy, and the other claims were dismissed with leave to reapply. The Tenant is at liberty to apply for any other claims under a new and separate Application.

All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution 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 complies with the *Act*.

#### Issue(s) to be Decided

- Is the Tenant entitled to have the notices cancelled?
- If the Tenant is unsuccessful in cancelling the notices, is the Landlord entitled to an Order of Possession?

#### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on September 1, 2019, that rent was established at an amount of \$1,300.00 per month, and that it was due on the first day of each month. A security deposit of \$650.00 was also paid. A signed copy of the tenancy agreement was submitted as documentary evidence.

Submissions were made with respect to the notices to end tenancy; however, the parties engaged in settlement discussions.

#### Settlement Agreement

The possibility of a settlement was raised, pursuant to Section 63(1) of the *Act*, which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I

would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The One Month Notice to End Tenancy for Cause of December 20, 2020 and the two 10 Day Notices to End Tenancy for Unpaid Rent of January 18, 2021 and February 3, 2021 are cancelled and of no force or effect.
2. The Tenant must give up vacant possession of the rental unit on **April 1, 2021 at 1:00 PM.**
3. The Landlord is at liberty to apply for any rental arrears that she believes are outstanding.
4. If condition 2 is breached, the Landlord is granted an Order of Possession that will be effective after service of the Order on the Tenant.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these matters.

### Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, based on the above, I hereby Order that the One Month Notice to End Tenancy for Cause of December 20, 2020 and the two 10 Day Notices to End Tenancy for Unpaid Rent of January 18, 2021 and February 3, 2021 to be cancelled and of no force or effect.

In addition, in support of the settlement described above, and with agreement of both parties, the Landlords are granted a conditional Order of Possession effective after service of the Order on the Tenant if the Tenant fails to comply with condition 2 of this

settlement agreement. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: March 22, 2021

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Residential Tenancy Branch