



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPN, MNDL-S, FFL

Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution, made on December 15, 2020 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession for landlord use of the property;
- a monetary order for damage or loss;
- an order to retain the Tenants' security deposit; and
- an order granting recovery of the filing fee.

The Landlord, S.W., the Tenant C.R. and the Tenants' representative called into the hearing at the appointed date and time. At the start of the hearing, the Landlord stated that he served both Tenants with a copy of the Application and documentary evidence. The Landlord provided the tracking information during the hearing in support of the mailings taking place on January 8 and 9, 2021. The Tenant in attendance at the hearing confirmed receipt. As such, I find that the above-mentioned documents were sufficiently served pursuant to Section 71 of the Act.

Preliminary Matters

The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. For example, if a party has applied to cancel a notice to end tenancy, or is applying for an order of possession, an Arbitrator may decline to hear other claims that have been included in the application and the Arbitrator may dismiss such matters with or without leave to reapply.

I find that the most important issue to determine is whether or not the tenancy is ending based on the Two Month Notice to End Tenancy. The Landlord's request for a monetary

order for money owed or compensation for damage or loss is therefore dismissed with leave to reapply.

At the start of the hearing, the parties agreed that both Tenant V.L. and C.R. are listed on the tenancy agreement. C.R. stated that she moved out of the rental unit, however, V.L. continues to occupy the rental unit.

According to the Residential Tenancy Policy Guideline 13 Rights and Responsibilities of Co-tenants;

Generally, co-tenants have equal rights under their agreement and are jointly and severally responsible for meeting its terms, unless the tenancy agreement states otherwise. "Jointly and severally" means that all co-tenants are responsible, both as one group and as individuals, for complying with the terms of the tenancy agreement.

In this case, I accept that the tenancy is still ongoing based on the fact that one of the two Tenants listed on the tenancy agreement continues to occupy the rental unit. As there is no evidence before me that the parties entered into a new tenancy agreement, I find that both Tenants are jointly and severally responsible for meeting the terms of the agreement.

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agreed that the Landlord will be granted an Order of Possession to end the tenancy no later than **two (2) days** after service.
2. The Landlord agreed to withdraw the remaining portions of his Application based on the mutual agreement reached between the parties.

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

Conclusion

The Landlords' Application of monetary compensation was dismissed with leave to reapply.

The Landlords have been granted an order of possession effective no later than **two (2) days** after service. This order must be served on the Tenants and 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 *Residential Tenancy Act*.

Dated: March 22, 2021

Residential Tenancy Branch