



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, RP, RR, LRE, MNDCT, OLC

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution, made on December 31, 2020 (the "Application"). The Tenants applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- to cancel a One Month Notice to End Tenancy dated December 29, 2020 ("the One Month Notice");
- an order for regular repairs;
- and order granting a rent reduction;
- an order restricting or suspending the Landlord's right to enter the rental unit;
- a monetary order for damage or compensation; and
- an order that the Landlord comply with the *Act*.

The Tenant K.M., the Landlord, and the Landlord's Agents H.A. and J.A. attended the hearing at the appointed date and time. At the start of the hearing, the parties confirmed service and receipt of their respective Application and documentary evidence packages. As there were no issues noted with respect to service or receipt of these documents, I find that they were sufficiently served pursuant to Section 71 of the *Act*.

Preliminary and Procedural 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 One Month Notice. As such the Tenants' request for a monetary order for money owed for damage or compensation, an order for regular repairs, an order

granting a rent reductions, an order to restrict the Landlord's right to enter, and for an order that the Landlord comply with the *Act* are dismissed with leave to reapply.

The parties were given an 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.

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.

Settlement Agreement

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

1. The parties agree that the tenancy will end on **April 30, 2021, at 1:00 PM.**
2. The Landlord is granted an order of possession effective **April 30, 2021, at 1:00 PM.** The Landlord must serve the Tenants with the order of possession.

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

During the hearing, the parties discussed the return of the Tenants' security and pet damage deposits. It was suggested that both parties consult Section 38 of the *Act*, for information relating to how deposit are dealt with at the end of the tenancy.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord has been granted an order of possession effective **April 30, 2021, at 1:00 PM.** This order must be served on the Tenant 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 26, 2021