



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, RR, RP, OLC, FFT, CNR, MNDCT, PSF, LRE, LAT**

Introduction

This hearing was convened as a result of the Tenant's Applications for Dispute Resolution, made on May 28, 2021 and June 7, 2021 (the "Applications"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated June 2, 2021 (the "10 Day Notice");
- an order cancelling the Two Month Notice to End Tenancy for Landlord's Use, dated May 12, 2021 (the "Two Month Notice");
- an order granting a rent reduction;
- an order for regular repairs;
- an order that the Landlord comply with the *Act*;
- a monetary order for damage or compensation;
- an order that the Landlord provide a service of facility;
- an order restricting or suspending the Landlord's right to enter the rental unit;
- an order authorizing the Tenant to change the locks to the rental unit; and
- an order granting the return of the filing fee.

The Tenant and the Landlords' Agent J.D. attended the hearing at the appointed date and time.

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 10 Day Notice and/or the Two Month Notice.

The Tenant's request for an order granting a rent reduction, an order for regular repairs, an order that the Landlord comply with the *Act*, a monetary order for damage or compensation, an order that the Landlord provide a service of facility, an order restricting or suspending the Landlord's right to enter the rental unit, an order authorizing the Tenant to change the locks to the rental unit are dismissed with leave to reapply.

At the start of the hearing, the Landlord's Agent stated that the Landlords wish to withdraw the 10 Day Notice. As such, the 10 Day Notice dated June 2, 2021 is cancelled. The hearing continued to determine if the tenancy will end or not based on the Two Month Notice.

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 or before **October 15, 2021 at 6:00PM.**
2. The Landlords are granted an order of possession effective **October 15, 2021 at 6:00PM.** The Landlords must serve the Tenant with the order of possession.
3. The parties agree that the Tenant is permitted to deduct **\$100.00** from a rent payment.
4. The Tenant agrees to withdraw his applications in full as part of this mutually settled agreement.

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

Conclusion

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

The Landlords have been granted an order of possession effective October 15, 2021, at 6:00 p.m. 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.

The Tenant is entitled to deduct \$100.00 from one rent payment.

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: September 16, 2021

Residential Tenancy Branch