



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNDC, FFL

Introduction

On July 7, 2021, the Landlord submitted an Application for Dispute Resolution requesting an order of possession for the rental unit based on issuance of a One Month Notice to End Tenancy for Cause that was not disputed. The Landlord also applied for a monetary order for money owed or compensation for damage or loss.

The matter was set for a conference call hearing. The Landlord and Tenant attended the conference call hearing.

The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing. The parties were informed that recording the hearing is not permitted.

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.

Preliminary and Procedural Matters

The Landlord was granted a priority hearing for an order of possession of the rental unit based on the issuance of a One Month Notice to End Tenancy for Cause.

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 matter to determine is whether or not the tenancy is ending based on the issuance of a One Month Notice to End Tenancy for Cause. The Landlord's other claims are dismissed with leave to reapply.

Issue to be Decided

- Is the Landlord entitled to an order of possession for cause?

Background and Evidence

The Landlord and Tenant testified that the tenancy began in October 2020, on a month-to-month basis. Rent in the amount of \$750.00 is to be paid to the Landlord by the first day of each month. The Tenant paid a security deposit of \$375.00 to the Landlord. The Tenant rents a room at the residential property and shares the rental unit with other occupants.

The Landlord testified that he issued the Tenant a One Month Notice to End Tenancy for Cause ("the One Month Notice") dated June 21, 2021. The Landlord stated that the One Month Notice was served by leaving it with another Tenant living in the rental unit.

Settlement Agreement

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

1. The parties agreed that the tenancy will end on **September 30, 2021**.
2. The parties agreed that the Landlord is granted an order of possession for the rental unit/ room effective **September 30, 2021, at 1:00 p.m.** For enforcement, the Landlord must serve the Tenant with the order of possession.
3. The Landlord withdraws the One Month Notice to End Tenancy for Cause dated June 21, 2021 as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*. 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 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. The parties confirmed with me that they agreed with the terms of their settlement.

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 September 30, 2021, at 1:00 p.m. For enforcement, 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 final and binding on the parties, unless otherwise provided under the Act, and 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 1, 2021

Residential Tenancy Branch