



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL-MT, RR, DRI, MNDCT
 CNR-DRI

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”). The matter was set for a conference call.

The Tenant’s first Application for Dispute Resolution was made on April 9, 2021. The Tenant applied to cancel a Two-Month Notice to End Tenancy for Landlord’s Use of the Property (the “Two-Month Notice”) issued March 16, 2021, to request more time to file to dispute the Notice, to request rent reduction for repairs, to dispute a rent increase that was above the amount allowed by law, and for a monetary order for compensation for monetary loss or other money owed.

The Tenant’s second Application for Dispute Resolution was made on July 31, 2021. The Tenant applied to cancel a 10-Day Notice to End Tenancy for Unpaid Rent (the “10-Day Notice”) issued July 28, 2021, and to dispute a rent increase that was above the amount allowed by law.

Both Landlords and the Landlords’ Agent (the “Landlord”) and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing. Both parties were advised of section 6.11 of the Residential Tenancy Branches Rules of Procedure, prohibiting the recording of these proceedings.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

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 Matters – Related Issues

I have reviewed both of the applications that I have before me, and I note that the Tenant has applied to cancel two Notices to end tenancy as well as for several other issues. I find that some of these other issues are not related to the Notices. As these matters do not relate directly to a possible end of the tenancy, I apply section 2.3 of the Residential Tenancy Branches Rules of Procedure, which states:

2.3 Related issues

Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

I explained to the parties, at the outset of the hearing, that I am dismissing with leave to reapply, the Tenant's request for a rent reduction for repairs, to dispute a rent increase that was above the amount allowed by law, and for a monetary order for compensation for monetary loss or other money owed.

I will proceed with this hearing on the Tenant's claim to cancel a Two-Month Notice to End Tenancy for Landlord's Use of the Property (the "Two-Month Notice") issued March 16, 2021, to request more time to file to dispute and to cancel a 10-Day Notice to End Tenancy for Unpaid Rent (the "10-Day Notice") issued July 28, 2021.

Issues to be Decided

- Is the Tenant entitled to more time to file to dispute a Notice to end tenancy?
- Should the Two-Month Notice issued on March 16, 2021, be cancelled?

- If not, is the Landlord entitled to an order of possession?
- Should the 10-Day Notice issued on July 28, 2021, be cancelled?
- If not, is the Landlord entitled to an order of possession?

Background and Evidence

During the hearing, both parties expressed a desire to enter into a mutual agreement to end the tenancy. Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Tenant will move out of the rental unit no later than 1:00 p.m. on September 20, 2021

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing, and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, I grant an **Order of Possession** to the Landlord with an effective date of **September 20, 2021**. This order may be filed in the Supreme Court and enforced as an order of that Court.

The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant an **Order of Possession** to the Landlord effective not later than **1:00 p.m. on September 20, 2021**. The Tenant must be served with this Order. 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: September 9, 2021

Residential Tenancy Branch