



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT, CNR, CNC, OLC, MNDCT, RR, LRE, PSF, O**

Introduction

This hearing dealt with three separate Applications for Dispute Resolution filed by the tenant.

The first Applications for Dispute Resolution by the tenant filed on July 29, 2021 seeks the following:

1. I want the landlord to comply with the Act, regulation and/or the tenancy agreement;
2. I want compensation for my monetary loss or other money owed;
3. I want repairs made to the unit, site or property. I have contacted the landlord in writing to make repairs, but they have not been completed;
4. I want to reduce rent for repairs, services or facilities agreed upon but not provided;
5. I want to suspend or set conditions on the landlord's right to enter the rental unit or site;
6. I want the landlord to provide services or facilities required by the tenancy agreement or law;
7. I want authorization to change the locks to the rental unit

The second Application for Dispute Resolution by the tenant filed on August 6, 2021, 2021 seeks the following;

1. I want to dispute a One Month Notice to End Tenancy for cause

The third Application for Dispute Resolution by the tenant filed on October 25, 2021, 2021 seeks the following:

1. I want to dispute a 10 Day Notice to End Tenancy Issued for Unpaid Rent or Utilities;

2. I want to dispute a One Month Notice to End Tenancy for cause;
3. I want the landlord to comply with the Act, regulation and/or the tenancy agreement;
4. I want compensation for my monetary loss or other money owed;
5. I want to reduce rent for repairs, services or facilities agreed upon but not provided;
6. I want to suspend or set conditions on the landlord's right to enter the rental unit or site;
7. I want the landlord to provide services or facilities required by the tenancy agreement or law

Both parties appeared and gave affirmed testimony. The parties confirmed they were not making a prohibited recording of this hearing. The parties confirmed they received each others evidence.

The parties confirmed that the tenant was not served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and this was an obvious error when filing their Application. Therefore, I do not need to consider this issue.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute in multiple Applications for Dispute Resolution, the most urgent of which is the application to set aside the One Month Notice for Cause, issued October 15, 2021 (the "Notice"). I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant's request to set aside the Notice. The balance of the tenant's applications is dismissed, with leave to reapply.

Issue to be Decided

Should the Notice be cancelled?

Settlement

This hearing proceeded for 75 minutes. During the hearing the parties agreed to settle this matter on the following conditions:

- 1) The parties agreed that the tenancy will end on February 28, 2022;
- 2) The parties agreed should the tenant find alternative housing prior to February 28, 2022, the landlord waives their right to 30 days notice; however, the landlord should be notified as soon as alternate housing is secured;
- 3) The tenant is to call the building manager TG directly for any reasonable complaints at the telephone number provided at the hearing. This is TG personal telephone number and the tenant or the occupant HW are not to share that personal information with anyone;
- 4) The tenant agreed that the occupant's HW son, WW will not be permitted on the residential property for any reason;
- 5) The tenant and the occupant HW agreed that they will conduct their behaviour in a reasonable positive manner and will not interfere with the rights of other occupants.

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

I have written the names referred to by initials in this Decision on the covering page of this Decision and have noted TG telephone number.

Conclusion

As a result of the above settlement, the landlord is granted an order of possession effective at 1:00 pm on February 28, 2022. I Order the tenant to comply with all terms listed in the settlement agreement. Failing to comply with my Order could result in the tenancy ending earlier.

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: November 30, 2021

Residential Tenancy Branch