



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, DRI, RR, OLC, PSF, RP, FFT**

Introduction

This reconvened hearing dealt with the tenant's application pursuant to the Residential Tenancy Act (the "Act") for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use (the "2 Month Notice") pursuant to section 49;
- a dispute of a rent increase pursuant to section 43;
- authorization to reduce rent pursuant to section 65;
- an order that the landlord comply with the Act, regulations or tenancy agreement pursuant to section 62;
- an order that the landlord provide services or facilities pursuant to section 70;
- an order for repairs pursuant to section 33; and
- authorization to recover the filing fee from the landlord pursuant to section 72.

This matter came before me on December 17, 2021 and an Interim Decision was issued on that date. This decision should be read in conjunction with that Interim Decision.

The tenant attended the hearing in person accompanied by a family member and an advocate. The landlord participated in the hearing via conference call.

As all parties were in attendance service of documents was confirmed. The parties each confirmed receipt of the respective materials and based on their testimonies I find each party duly served with the respective materials in accordance with sections 88 and 89 of the *Act*.

Residential Tenancy Branch Rule of Procedure 2.3 states that claims made in an application must be related to each other and the Arbitrator may dismiss unrelated disputed with or without leave to reapply. In the present case, I find that the portions of the tenant's application pertaining to the amount of rent for the tenancy, seeking an order of compliance against the landlord and that the landlord provide services or facilities are not sufficiently linked to the more urgent issue of the 2 Month Notice to End Tenancy. Therefore, I sever and dismiss the portions of the tenant's application other than the cancellation of the 2 Month Notice and seeking recovery of the filing fee with leave to reapply.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. This tenancy will end on 1:00 PM March 31, 2022, by which time the tenant and any other occupants will have vacated the rental unit.
2. The parties agree that the landlord will pay the tenant the sum of \$5,000.00 in two installments of \$2,500.00 each. The first payment will be made by or before February 28, 2021. The second payment will be made by a Bank Draft upon the tenant providing vacant possession of the rental unit.
3. This tenancy will continue pursuant to the current tenancy agreement until ended, with the tenant required to make monthly rent payments for December 2021 and January and February 2022. The parties agree that the tenant may withhold the rent for March 2022 and that amount is deemed to have been paid in accordance with the *Act*.
4. The tenant agrees to waive their right to pursue the portions of the present application which were dismissed with leave to reapply.
5. Both parties agree that this settlement agreement constitutes a full, final and binding resolution of the tenant's application at this hearing.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant and any other occupant fails to vacate the rental premises by 1:00 p.m. on March 31, 2022. 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.

I issue a monetary Order in the tenant's favour in the amount of \$5,000.00, to be used **only** in the event that the landlord does not abide by the monetary terms of the settlement agreement outlined above. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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: January 4, 2022

Residential Tenancy Branch