



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CANERO CASTILLO HOLDING  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

Tenant Application: CNC, MNDC  
Landlord Application: OPR, OPC, MNR, MND, MNDC-S, FF

### **Introduction, Preliminary and Procedural Matters-**

This hearing convened as the result of the cross applications of the parties for dispute resolution seeking remedy under the Residential Tenancy Act (Act).

The tenant applied for:

- an order cancelling the One Month Notice to End Tenancy for Cause (1 Month Notice) issued by the landlord; and
- compensation for a monetary loss or other money owed.

The landlord cross-applied for:

- an order of possession of the rental unit pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) served to the tenant;
- an order of possession of the rental unit pursuant to the 1 Month Notice served to the tenant;
- a monetary order for unpaid rent;
- compensation for alleged damage to the rental unit by the tenant;
- compensation for a monetary loss or other money owed;
- authority to keep the tenant's security deposit to use against a monetary award; and
- to recover the cost of the filing fee.

The tenant and the landlord attended the hearing, the hearing process was explained to the parties, and they were given an opportunity to ask questions about the hearing.

Both parties affirmed they were not recording the hearing.

Rule 2.3 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) authorizes me to dismiss unrelated disputes contained in a single application.

Rule 6.2 provides that the arbitrator may refuse to consider unrelated issues in accordance with Rule 2.3. *For example, if a party has applied to cancel a Notice to End Tenancy or is seeking an order of possession, the 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.*

With this understanding, the parties were informed at the beginning of the hearing that the only issues that I would consider in their respective applications would be the tenant's request to cancel the 1 Month Notice and the landlord's request for enforcement of the 1 Month Notice and 10 Day Notice and request for unpaid rent.

The tenant's claim for monetary compensation from the landlord is **dismissed, with leave to reapply.**

The landlord's claims for monetary compensation from the tenant other than for unpaid rent and request to keep the tenant's security deposit were severed and are **dismissed, with leave to re-apply.**

An opportunity was given to resolve the remaining issues in the applications. After extensive discussions, the matters in the two applications that were not severed were settled.

The parties were informed that I would record their settlement in this Decision.

### **Settlement and Conclusion**

During the hearing the parties reached a settlement. Pursuant to section 63 of the Act, I record their agreement in this, my Decision. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the parties' respective applications.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis. The terms of the settlement are as follows.

1. The tenant agrees to vacate the rental unit by 1:00 pm on April 30, 2022.
2. The parties agree that the landlord will be issued an **order of possession for the rental unit** (Order) effective at **1:00 p.m., on April 30, 2022**;
3. Should it become necessary, this Order must be served on the tenant to be enforceable and may be enforced in the Supreme Court of British Columbia.
4. The tenant understands that the landlord will be issued a monetary order in the amount of \$5,010, representing the unpaid rent of \$1,670 for January, February, and March 2022, each, which will be of no force or effect, if the tenant pays the landlord this amount.

I order the parties to comply with their settlement.

This settlement agreement was reached in accordance with section 63 of the Residential Tenancy Act. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

The tenant's claim for monetary compensation from the landlord is dismissed, with leave to reapply.

The landlord's claim for monetary compensation from the tenant, other than the matter of unpaid rent for January, February, and March 2022, which was settled, and authority to keep the tenant's security deposit, is dismissed, with leave to reapply.

As this matter was settled, I have not granted the landlord recovery of their filing fee.

This decision containing the recorded settlement of the parties 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: March 24, 2022