



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDCT, CNC, OLC, FFT**

Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for:

- A monetary order for damages or compensation pursuant section 67;
- An order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 47 and 55;
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant attended the hearing, and the landlord attended the hearing represented by an agent, GK. As both parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant’s Notice of Dispute Resolution Proceedings package and stated he had no issues with timely service of documents.

Preliminary Issue

Rule of Procedure 6.2 allows an arbitrator to decline to hear or dismiss unrelated issues. I determined that the primary issue before me was whether to uphold or cancel a notice to end tenancy issued by the landlord. At the commencement of the hearing, the tenant’s application seeking a monetary order and for the landlord to comply with the Act were dismissed with leave to reapply.

Settlement Reached

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. I advised the parties that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties

discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

1. The parties mutually agree to end the tenancy. This tenancy will end at 1:00 p.m. on June 30, 2022 by which time the tenant and any other occupant will have vacated the rental unit.
2. The parties will attend the rental unit at 1:00 p.m. on June 30, 2022 to conduct a move-out condition inspection report.
3. The notice to end tenancy issued on January 29, 2022 is cancelled and of no further force or effect.
4. The tenant will pay rent for the month of May, 2022.
5. The landlord agrees to compensate the tenant for the filing fee. The tenant may reduce the rent for the month of May by \$100.00.
6. The tenant will not be required to pay rent for the month of June 2022, by agreement.

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. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenant immediately and enforce it as early as 1:00 p.m. on June 30, 2022 should the landlord be required to do so.

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: April 11, 2022

Residential Tenancy Branch