



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDCT, PSF, CNL-4M, RP, ERP, FFT

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenant applied for:

- cancellation of the One Month Notice to End Tenancy for Cause (the One Month Notice), pursuant to section 47;
- a monetary order for compensation for damage or loss under the Act, Residential Tenancy Regulation (Regulation) or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to provide services or facilities as required by the tenancy agreement or the Act, pursuant to section 62;
- Cancellation of a Four Month Notice to End Tenancy for Demolition or Conversion of a Rental Unit (the Four Month Notice) pursuant to section 49;
- an order requiring the landlord to carry out repairs, pursuant to section 32;
- an order for emergency repairs, pursuant to section 33; and
- an authorization to recover the filing fee for this application, under section 72.

Both parties attended the hearing. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing the attending parties affirmed they understand the parties are not allowed to record this hearing.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5,000.00."

Preliminary Issue - Unrelated Claims

Residential Tenancy Branch Rule of Procedure 2.3 states that claims made in an application for dispute resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

It is my determination that the priority claim regarding the One Month Notice, the Four Month Notice and the continuation of this tenancy are not sufficiently related to any of the tenant's other claims to warrant that they be heard together.

The tenant's other claims are unrelated in that the basis for them rests largely on facts not germane to the question of whether there are facts which establish the grounds for ending this tenancy as set out in the notices. I exercise my discretion to dismiss all of the tenant's claims with leave to reapply except cancellation of the One Month Notice and the Four Month Notice which will be decided upon.

Settlement

Pursuant to section 63 of the Act, an 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, engaged in a conversation, 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 not severed in this application for dispute resolution:

1. The tenant agrees to provide the landlord with vacant possession of the subject rental property by 1:00 P.M. on June 30, 2022.
2. The tenant will not pay rent due on June 01, 2022 for the month of June 2022, as compensation of section 51(1) of the Act.
3. The landlord will pay the tenant the amount of \$2,000.00 on June 30, 2022 as compensation for the end of the tenancy, besides the compensation of section 51(1) of the Act.
4. The tenant will remove all his belongings from the rental unit by June 30, 2022.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, pursuant to section 63(2) of the Act, I issue an order of

possession to the landlord, which is to take effect by 1:00 P.M. on June 30, 2022. The landlord is provided with this order in the above terms and must serve it on the tenant in accordance with the Act. If the tenant fails to comply with this Order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, pursuant to section 63(2) of the Act, I grant the tenant a monetary order in the amount of \$2,000.00. The monetary order for the June 30, 2022 payment may be enforced if the landlord defaults the June 30, 2022 payment. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) to be 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: May 06, 2022

Residential Tenancy Branch