



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, RP, PSF, LRE, OLC, FFT

Introduction

This hearing, held on May 16, 2022, was convened as a result of the Tenant's Application for Dispute Resolution. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both sides attended the hearing and provided affirmed testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant applied for multiple remedies under the *Act*, some of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues before me deal with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss, with leave to reapply, all of the grounds on the application with the exception of the Tenant's request to cancel the 1-Month Notice to End Tenancy for Cause (the Notice).

Settlement Agreement

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision and an Order:

Both parties agree that:

- The Tenant will move out of the rental unit by **August 31, 2022, at 1pm.**
- The Tenant may move out before this time provided he gives lawful written notice.
- The Notice, issued on January 31, 2022, is cancelled by mutual consent, and the parties agree to end the tenancy by way of this settlement agreement.
- The Landlord will split the cost of this filing fee with the Tenant.
 - *In support of this, I Order that the Tenant may deduct \$50.00 from one future rent payment.*

Automotive work

- The Tenant is allowed to work on his “daily driver” vehicle on the property for a period of two weeks, following the date of this hearing.
 - *Should the Tenant not comply with this term, the Landlord is at liberty to issue a new 1-Month Notice*

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

To give effect to the settlement reached by the parties, I also grant the Landlord an Order of Possession effective August 31, 2022, at 1pm to reflect the end of tenancy.

Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective August 31, 2022, at 1pm and after service on the tenants. The

Landlord may serve and enforce this Order if the Tenants fail to move out as specified above.

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 16, 2022

Residential Tenancy Branch