



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FFT, CNL, MNDCT, OLC

### Introduction

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

- cancellation of a Two Month Notice to End Tenancy For Landlord's Use of Rental Property, pursuant to section 49 (the Two Month Notice);
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

All named parties attended the hearing.

### Preliminary Issue – Scope of Application

*Residential Tenancy Branch Rules of Procedure*, Rule 2.3 states that, if, in the course of the dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

Aside from the tenant's application to cancel the Notice to End Tenancy, I am exercising my discretion to dismiss the remainder of the issues identified in the tenants' application with leave to reapply as these matters are not related. Leave to reapply is not an extension of any applicable time limit.

Settlement of dispute relating to Two Month Notice

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. The parties expressed an interest and were successful in resolving the dispute relating to the Notice to End Tenancy by mutual agreement under the following final and binding terms:

1. The parties agreed that that this tenancy will end *no later* than **1:00 p.m. on October 1, 2022**, and, the landlord will be granted an **Order of Possession**.
2. The tenant is entitled to the equivalent of one month rent free under section 51(1) of the Act and the tenant shall be entitled to apply that to the month of July 2022.
3. The tenant is still responsible to pay rent for August and September 2022 and the landlord agrees to not enforce the attached Order of Possession until **October 1, 2022**, on condition that the rent for these last two months is paid in full and on time as per the tenancy agreement.

If the tenant fails to comply with any of the above conditions, the landlord may enforce the attached order of possession effective **two days after service of the Order** on the tenant.

4. The tenant retains the right under section 51(2) of the Act to claim against the landlord if:
  - a) steps have not been taken, within a reasonable period after the effective date of the notice, to accomplish the stated purpose for ending the tenancy, or
  - b) the rental unit is not used for that stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of the dispute relating to the Notice to End Tenancy.

**This Decision and Settlement Agreement is final and binding on both parties.**

Conclusion

Subject to the conditions described above, I grant an Order of Possession to the landlord effective **two days after service of the Order**. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: July 19, 2022

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Residential Tenancy Branch