



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, DRI, FFT**

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on April 13, 2022 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two Month Notice") dated March 31, 2022;
- to dispute a rent increase; and
- and order granting the return of the filing fee.

At the start of the hearing, the Landlord confirmed receipt of the Notice of Hearing as well as the Tenant's documentary evidence. As such, I find these documents were sufficiently served pursuant to Section 71 of the *Act*. The Landlord confirmed that they did not provide any documentary evidence in response to the Application.

The parties were given an 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 Matters

The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. For example, if a party has applied to cancel a notice to end tenancy, or is applying for an order of possession, an 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.

I find that the most important issue to determine is whether or not the tenancy is ending in relation to the Two Month Notice. The Tenant's request to dispute a rent increase is dismissed with leave to reapply.

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenancy will end on **August 31, 2022 at 1:00 PM.**
2. The Landlord is granted an order of possession effective **August 31, 2022 at 1:00 PM.** The Landlord must serve the Tenant with the order of possession.
3. The parties agreed that the Landlord will compensate the Tenant on or before August 31, 2022, equivalent to one month of rent in the amount of \$1,500.00 as part of the Two Month Notice.
4. The Tenant is provided with a monetary order in the amount of **\$1,500.00.** Should the Landlord fail to compensate the Tenant, the Tenant is at liberty to enforce the monetary order in Small Claims Court.
5. The parties agreed that the Landlord is permitted entry into the rental unit on August 27, 2022 at 10:00AM.
6. The Tenant agrees to withdraw her application in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described 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: August 15, 2022

Residential Tenancy Branch