



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PR BRIXTON LIMITED PARTNERSHIP aka PR BRIXTON
LP and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNDCT, DRI, OLC, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Tenant under the Residential Tenancy Act (the Act) on July 4, 2022, seeking:

- Cancellation of a One Month Notice to End Tenancy for Cause (the One Month Notice);
- Compensation for monetary loss or other money owed;
- An order for the Landlord to comply with the Act, regulation, and/or the tenancy agreement;
- Recovery of the filing fee; and to
- Dispute a rent increase.

The hearing was convened by telephone conference call at 11:00 A.M. on November 22, 2022, and was attended by the Tenant, an agent for the Landlord J.K. (the Agent), as well as an articling student F.D.M. and their supervising legal counsel I.A. All testimony provided was affirmed. As the Agent acknowledged receipt of the Tenant's Notice of Dispute Resolution Proceeding (NODRP) package and stated that they have no concerns with regards to the date or method of service, the hearing therefore proceeded as scheduled.

The participants were advised that pursuant to rule 6.10 of the Residential Tenancy Branch Rules of Procedure (the Rules of Procedure), interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The participants were asked to refrain from speaking over myself and one another and to hold their questions and responses until it was their opportunity to speak. The participants were also advised that personal

recordings of the proceeding were prohibited under the Rules of Procedure and confirmed that they were not recording the proceedings.

A copy of the decision and any orders issued in their favor will be sent to the parties in the manner requested at the hearing.

Preliminary Matters

Preliminary Matter #1

F.D.M. stated that the name listed for the Landlord in the Application is not correct, as it contains an abbreviation. F.D.M. provided me with the correct name, and the Application was amended accordingly. The Agents and legal counsel in attendance on behalf of the Landlord were advised that if the name given is not correct, any orders issued in favor of the Landlord may not be enforceable. F.D.M. stated that they understand and that the name they provided me with is the full and correct legal name for the Landlord.

Preliminary Matter #2

In their Application the Tenant sought remedies under multiple unrelated sections of the Act. Section 2.3 of the Residential Tenancy Branch Rules of Procedure (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.

As the Tenant applied to cancel a One Month Notice, I find that the priority claim relates to whether the tenancy will continue or end. As the other claims made are not sufficiently related to the end or continuation of the tenancy, I therefore exercise my discretion to dismiss the following claims by the Tenant with leave to reapply:

- An order for the Landlord to comply with the Act, regulation, or tenancy agreement;
- Compensation for monetary loss or other money owed; and
- The dispute of a rent increase.

As a result, the hearing proceeded based only on the Tenant's Application seeking cancellation of a One Month Notice and recovery of the filing fee.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and any supporting Orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the tenancy will end by way of mutual agreement on November 30, 2022, at 3:00 P.M., and that the Tenant will vacate the rental unit by that date and time.
2. The parties agree that any notices to end tenancy issued prior to the date and time of the hearing are withdrawn and of no force or effect.
 - The Tenant agrees to withdraw their Application as part of this mutually settled agreement, except for the above noted claims which I have already dismissed with leave to re-apply.
 - The parties agree that a preliminary move-out condition inspection will occur at 5:00 PM on November 29, 2022, and that if the rental unit is empty and in satisfactory condition, the Tenant may return the keys and the preliminary move-out condition inspection may be considered by both parties as the final move-out condition inspection.
 - The parties agree that if the rental unit is not empty, and/or not in satisfactory condition at the time of the preliminary inspection, or the Tenant otherwise wishes to retain possession until 3:00 on November 30, 2022, a second or final move-out condition inspection will occur at 3:00 PM on November 30, 2022.
 - The parties agree that the dates and times for the above noted inspections may be changed by mutual agreement, if necessary or desired.
3. The rights and responsibilities of the parties under the Act, regulation, and tenancy agreement continue until the tenancy is ended.
4. Any deposits paid by the Tenant and held in trust by the Landlord are to be dealt with in accordance with the Act.

Conclusion

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession effective at 3:00 P.M. on November 30, 2022. The Landlord is provided with the Order of Possession in the above terms, and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and 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 Act.

Dated: November 22, 2022

Residential Tenancy Branch