



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

SETTLEMENT DECISION

Dispute Codes Tenant: CNC, MNDCT
Landlord: OPC, FFL

Introduction

This was a cross application hearing that dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the One Month Notice to End Tenancy, pursuant to section 47; and
- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67,

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

- an Order of Possession for Cause pursuant to sections 47 and 55; and
- authorization to recover the filing fee for this application from the tenants, pursuant to section 72.

The landlord's agent (the "agent"), the landlord's building manager, the landlord's property manager and the tenants attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

The landlord's property manager confirmed the landlord's email address for service of this Settlement Decision and Order. The tenants' confirmed their mailing address for service of this Settlement Decision.

Preliminary Issue- Service

Both parties agree that they were served with the other parties' application for dispute resolution and evidence. I find that the above documents were served in accordance with sections 88 and 89 of the *Act*.

Preliminary Issue- Severance

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 to End Tenancy for Cause (the "Notice") and the continuation of this tenancy is not sufficiently related to the tenants' claim for a Monetary Order for damage and compensation to warrant that they be heard together. The parties were given a priority hearing date in order to address the question of the validity of the Notice.

The tenants' other claim is unrelated in that the basis for it 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 Notice. I exercise my discretion to dismiss the tenants' application for a Monetary Order for damage and compensation with leave to reapply.

Settlement

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. 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 the landlord's application for an Order of Possession for Cause and the tenants' application to cancel the One Month Notice to End Tenancy for Cause:

1. The landlord agrees to cancel the One Month Notice to End Tenancy for Cause dated June 29, 2022.
2. The tenants agree to vacate the subject rental property by 1:00 p.m. on January 31, 2023.

These particulars comprise the full and final settlement of all aspects of the dispute pertaining to the One Month Notice to End Tenancy for Cause dated June 29, 2022. Both parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of the dispute pertaining to the One Month Notice to End Tenancy for Cause dated June 29, 2022.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at **1:00 p.m. on January 31, 2023**, to be used by the landlord **only** if the tenants do not abide by term two of the settlement agreement. The Order of Possession should be served on the tenants.

Should the tenants 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: November 28, 2022

Residential Tenancy Branch