



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

RECORD OF SETTLEMENT

Dispute Codes OPC, CNC, MNDCT, LRE

Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*).

The landlord applied for:

- an Order of Possession pursuant to section 55.

The tenant applied for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70.

Both parties participated in the teleconference. Both parties gave affirmed evidence and were given a full opportunity to give testimony, submissions, and arguments.

Preliminary Issue- Severance

Residential Tenancy Branch (RTB) 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 claims regarding the One Month Notice and the continuation of this tenancy is not sufficiently related to the tenants monetary claim 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 to End Tenancy.

The tenant's monetary claim is unrelated in that the basis for them 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 to End Tenancy. I exercise my discretion to dismiss the tenants monetary claim with leave to reapply.

Settlement of Remaining issues

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties at the outset of the hearing led to a resolution. Specifically, it was agreed as follows;

1. Both parties agree that the tenants will move out by no later than 1:00 p.m. on March 1, 2023;
2. The tenant will provide the landlord a key to his suite within seven days of today's date; and
3. The landlord agrees to provide the tenant proper notice to enter the unit when required and appropriate in accordance with section 29 of the Residential Tenancy Act.

Pursuant to this agreement the landlord will be given an order of possession to reflect condition #1 of this agreement. Should it be necessary, this order may be filed in the Supreme Court and enforced as an order of that Court.

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.

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: December 08, 2022

Residential Tenancy Branch