



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDCT, OLC

Introduction

On September 2, 2022, the Tenant filed an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") to cancel a Two Month Notice to End Tenancy for the Landlord's Use of the Property (the "Notice") dated August 31, 2022, for a monetary order for compensation for monetary loss or other money owed, and for an order for the Landlord to comply with the Act. The matter was set for a conference call.

The Tenant and their attorney (the "Tenant"), as well as the Landlord attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure requires the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

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 - Related Issues

I have reviewed the Tenant's application, and I note that they have applied to cancel a Notice to end tenancy as well as two other issues. I find that these other issues are not related to the Tenant's request to cancel the Notice. As the other matters do not relate

directly to a possible end of the tenancy, I apply section 2.3 of the Residential Tenancy Branches Rules of Procedure, which states:

2.3 Related issues

Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

Therefore, I am dismissing with leave to reapply, the Tenant's claims for a monetary order for compensation for monetary loss or other money owed, and for an order for the Landlord to comply with the *Act*.

I will proceed with this hearing on the Tenant's claim to cancel a Two-Month Notice.

Issues to be Decided

- Should the Notice dated August 24, 2022, be cancelled?
- If not, is Landlord entitled to an order of possession?

Background and Evidence

At outset of the hearing, both parties expressed a desire to enter into a mutual agreement to end the tenancy.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Landlord agreed to extend the end of tenancy date indicated on their Notice to April 30, 2023.
2. The Tenant agreed to move out of the rental unit no later than April 30, 2023.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing and all parties confirmed that they were entering into the settlement

agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, an **Order of Possession** will be granted to the Landlord.

I grant the Landlord an **Order of Possession** effective not later than 1:00 p.m. on April 30, 2023. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant an **Order of Possession** to the Landlord to be served on the Tenant, effective no later than 1:00 p.m. on April 30, 2023. Should the Tenant 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: January 24, 2023

Residential Tenancy Branch