



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenants: CNR, CNC, MNRT, MNDCT, DRI, RR, PSF, LRE, OLC, OT, FFT

CNR, MNRT, MNDCT, DRI, RR, PSF, LRE, OLC, FFT

Landlord: OPC, MNRL

Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with applications filed by both the landlord and the tenant pursuant to the Residential Tenancy Act.

The tenants applied for:

- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55;
- An order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 47 and 55;
- An order to recover the cost of emergency repairs made by the tenant during the tenancy pursuant to section 33;
- A monetary order for damages or compensation pursuant section 67;
- An order to dispute a rent increase above the amount allowable under the Act pursuant to section 41;
- An order for a reduction of rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- An order that the landlord provide services or facilities required by the tenancy agreement pursuant to section 27;
- An order suspending the landlord's right to enter the rental unit pursuant to section 70;
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62;
- Authorization to recover the filing fee from the other party pursuant to section 72.

The landlord applied for:

- An order of possession for cause pursuant to sections 47 and 55; and
- A monetary order for unpaid rent pursuant to sections 26 and 67.

Both tenants attended the hearing, and the landlord was represented by his son/agent, AV. The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an oath to tell the truth and they both confirmed that they were not recording the hearing.

The tenants acknowledged receipt of the landlord's Notice of Dispute Resolution Proceedings package. The landlord acknowledged receipt of the Notice of Dispute Resolution Proceedings for one of the tenants' applications, ending in ...2461 but not the file ending in1910. The landlord also testified that the tenants did not serve him their evidence however a copy was obtained from the Residential Tenancy Branch directly via email last night. The landlord was prepared to have the merits of all of the applications heard, despite not receiving one application and receiving the tenants' evidence late.

Preliminary issue

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. Rule of Procedure 6.2 allows an arbitrator to decline to hear or dismiss unrelated issues. At the commencement of the hearing, I determined that the issue of whether to uphold or cancel the landlord's notice to end tenancy was the primary issue before me and that the other issues listed on each of the applications were not related and would be dismissed with leave to reapply.

Settlement Reached

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through

settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

1. The parties mutually agree to end the tenancy. This tenancy will end at 1:00 p.m. on February 28, 2023 by which time the tenants and any other occupants will have vacated the rental unit.
2. The rights and obligations of the parties continue until the tenancy ends.
3. The parties will attend the rental unit at 1:00 p.m. on February 28, 2023 or at any other time mutually agreed to by the parties to conduct a move-out condition inspection report.

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

As this matter settled, neither party's filing fee will be recovered pursuant to section 72.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenants immediately and enforce it as early as 1:00 p.m. on February 28, 2023, should the landlord be required to do so.

The remainder of the parties' applications are dismissed with leave to reapply.

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 10, 2023

Residential Tenancy Branch