



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNL, RR, RP, PSF, LRE, OLC**

### Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for:

- An order to cancel a 2 Month Notice to End Tenancy for Landlord’s Use pursuant to sections 49 and 55;
- An order for a reduction of rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- An order for repairs to be made to the unit, site or property pursuant to section 32;
- 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; and
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62.

The tenant attended the hearing, as did the landlord, HB. Also in attendance were the new purchaser of the rental unit, MG and the landlord’s witness, MM.

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.

### Preliminary Issues

The tenant named the original landlord who served her with a 2 Month Notice to End Tenancy for Landlord's Use as the sole respondent in her application for dispute resolution. In attendance at the hearing was MG, the purchaser of the rental unit, hereinafter referred to as the "new landlord". I added the new landlord's name to application since this person is the current landlord under the provisions of the *Residential Tenancy Act*. Both the former landlord and the current landlord's name appear on the cover page of this decision.

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 the tenant's application 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 tenant acknowledges the validity of the landlord's 2 Month Notice to End Tenancy for Landlord's Use and in accordance with it, the parties mutually agree to end the tenancy at 1:00 p.m. on February 28, 2023. By this time, the tenant and any other occupant will have vacated the rental unit.
2. The tenant will pay rent for the month of January, 2023 to the new landlord via e-transfer after the new landlord returns the original cheque for January's rent (with the wrong name) to her.
3. The new landlord will not collect rent for the month of February in accordance with section 51 of the Act.

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.

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 “new landlord”. The “new landlord” is to serve this Order of Possession upon the tenant 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 tenant’s application is 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 09, 2023

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Residential Tenancy Branch