



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, CNL, RR, RP, LRE, OLC
OPR-DR, MNR-DR, FFL

Introduction

This hearing dealt with the cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”). The matter was set for a conference call.

The Tenant’s application for Dispute Resolution was made on September 1, 2022. The Tenant applied to cancel a 10-Day Notice to End Tenancy for Unpaid Rent, to cancel a Two-Month Notice to End Tenancy for the Landlord’s Use of the Property, to suspend or set conditions on the Landlord’s right to enter the rental unit, to request an order that the Landlord comply with the Act, to request an order of repair to the rental unit and to request a rent reduction.

The Tenant filed to amend their application on September 15, 2022. The Tenant amended their application to include a request to cancel a One-Month Notice to End Tenancy for Cause.

The Landlord filed a Direct Request Application on September 15, 2022. As the Tenant had already filed a dispute of the Notice, the Landlord’s application was crossed with the Tenant’s applications to be heard at the same time. The Landlord applied for an order of possession to enforce a 10-Day Notice for Unpaid Rent, for a monetary order for unpaid rent and to recover their filing fee.

The Landlord and the Landlord’s attorney (the “Landlord”) as well as the Tenant 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.

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 three Notices to end tenancy as well as several other issues. I find that some of these other issues are not related to the Tenant's request to cancel these Notices. As these 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 to suspend or set conditions on the Landlord's right to enter the rental unit, to request an order that the Landlord comply with the Act, to request an order of repair to the rental unit and to request a rent reduction.

I will proceed with this hearing on the Tenant's claim to cancel the 10-Day Notice, a Two-Month Notice and a One-Month Notice, as well as the Landlord's application.

Issues to be Decided

- Should the 10-Day Notice dated August 31, 2022, be cancelled?
- If not, is the Landlord entitled to an order of possession and a monetary order for unpaid rent?
- Should the Two-Month Notice dated August 31, 2022, be cancelled?
- If not, is the Landlord entitled to an order of possession?
- Should the One-Month Notice dated September 15, 2022, be cancelled?
- If not, is the Landlord entitled to an order of possession?
- Is the Landlord entitled to the return for their filing fee for this application?

Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The tenancy agreement recorded that the tenancy began on June 15, 2022, and that rent in the amount of \$500.00 is to be paid by the first day of each month. The parties agreed that a security deposit of \$250.00 and a \$200.00 pet damage deposit were paid to the Landlord for this tenancy. Both the Landlord and the Tenant submitted a copy of the tenancy agreement into documentary evidence.

During 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 and the Tenant agreed to an end of tenancy date of April 30, 2023.
2. The Tenant agreed to move out of the rental unit no later than April 30, 2023.

3. The parties agreed that the Tenant may issue the Landlord a 2-Day written notice to end the tenancy earlier than April 30, 2023.
4. The parties agreed to abide by the terms of the tenancy agreement and their respective requirements under the *Act*, in a respectful manner, until this tenancy has ended in accordance with the *Act*.

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.

Additionally, section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. In this case, both the Landlord has requested to recover their filing fees. As this case has ended in a settlement, I decline to award the recovery of the filing fee to the Landlord.

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 20, 2023

Residential Tenancy Branch