



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR, MNDCT, RR, DRI-ARI-C, ERP, RP, LRE, AS, OLC
OPR, FFL**

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“10 Day Notice”) pursuant to section 46;
- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- An order to reduce the rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- Cancellation of a Notice of Rent Increase pursuant to section 43;
- An order requiring the landlord to carry out emergency repairs pursuant to section 33;
- An order requiring the landlord to carry out repairs pursuant to section 32;
- An order to restrict or suspend the landlord’s right of entry pursuant to section 70;
- An order to allow an assignment or sublet when permission has been unreasonably denied pursuant to section 65;
- An order requiring the landlord to comply with the *Act* pursuant to section 62;

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An Order of Possession under a 10-Day Notice to End Tenancy for Unpaid Rent and Utilities (“10 Day Notice”) pursuant to sections 46 and 55;
- An order requiring the tenant to reimburse the landlord for the filing fee pursuant to section 72.

The agent CT attended for the landlord (“the landlord”). The tenant attended. No issues of service were raised.

I explained the hearing process and the parties had an opportunity to ask questions.

Each party provided their email addresses for the delivery of the Decision.

Unrelated Claims

The tenant’s application included unrelated claim(s) in addition to the tenant’s application to dispute the landlord’s One Month Notice.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure states that 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.

I find that the tenant’s primary application pertains to disputing a notice to end tenancy. Therefore, I find that the additional claim(s) are not related to whether the tenancy continues.

Therefore, all the tenant’s claims except for the application to dispute the landlord’s Notice and reimbursement of the filing fee are dismissed with leave to reapply.

The tenant may reapply for these claims subject to any applicable limits set out in the Act, should the tenancy continue.

Settlement

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. This settlement agreement was reached in accordance with section 63.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The tenancy between the parties will end at 1:00 PM on February 28, 2023 by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

1. Order of Possession effective 1:00 PM on February 28, 2023

Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy. Should the parties fail to comply with these Order(s), the Order(s) may be filed and enforced as Order(s) of the Courts of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Act*. Each party stated they understood and agreed to the terms of this settlement. The settlement

was fully discussed by the parties in the hearing. The parties testified they understood and agreed the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

The Application for Dispute Resolution is settled on the above terms of settlement.

Pursuant to the above settlement, I issue the following Order(s):

1. Order of Possession effective 1:00 PM on January 31, 2023

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: February 17, 2023

Residential Tenancy Branch