



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes Landlord: OPR, OPL-4M, OPM, OPN, MNRL, FFL
Tenant: CNR-MT, CNC, DRI, ERP, RP

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on February 21, 2023.

The Landlord and the Tenant both attended the hearing and provided affirmed testimony. The Tenant confirmed receipt of the Landlord's Notice of Dispute Resolution Proceeding and evidence package. The Tenant stated he sent his Notice of Dispute Resolution Proceeding and evidence package by registered mail. However, he did not have any proof of service or mail tracking information. The Landlord denied getting any package or documentation from the Tenant. I find the Tenant failed to sufficiently demonstrate that he served the required documentation, and as such, I dismiss his application, with leave to reapply. However, this does not extend any statutory requirements. Further, since the Tenant failed to serve his documentary evidence, it is not admissible.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure, and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Landlord applied for multiple remedies under the *Residential Tenancy Act* (the "Act"), a number of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues in both applications deal with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss, with leave to reapply, all of the grounds on both applications with the exception of the following grounds:

- An order of possession based off a 10 Day Notice, a 4-Month Notice, a mutual agreement to end tenancy, and based off the Tenant's written notice.

Any claim for monetary compensation is dismissed, with leave to reapply.

Settlement Agreement

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.

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:

Both parties agree:

- All Notices to End Tenancy issued thus far are cancelled and of no force or effect.
- Rather, the parties choose to end the tenancy by mutual consent, effective June 1, 2023.
- Rent is \$1,200.00 and is to be paid on the first of each month.
- If the Tenant fails to pay rent on March 1, 2023, April 1, 2023, or May 1, 2023, the Landlord may serve and enforce the attached Order of Possession, which will be effective 2 days after it is served.
- Also, if the Tenant fails to move out on June 1, 2023, the Landlord may also serve and enforce the attached Order of Possession.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective **two days after service** on the tenant, which the Landlord may serve and enforce, under the terms noted above. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

This Order **must** be read in conjunction with the above mutual settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of the payment plan.

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 22, 2023

Residential Tenancy Branch