



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, AAT, LRE, OLC, MNDCT

Introduction

On September 21, 2022, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking to cancel a One Month Notice to End Tenancy for Cause dated September 12, 2022, (“the One Month Notice”). The Tenant also applied to suspend or set conditions on the Landlords right of entry into the unit; to allow access to the unit to the Tenant; for the Landlord to comply with the Act. On January 22, 2023, the Tenant amended her application to include a monetary claim.

The Landlord and Tenant appeared at the hearing. The Tenant was assisted by an advocate. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

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 and Procedural Matters

The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. For example, if a party has applied to cancel a notice to end tenancy, or is applying for an order of possession, an Arbitrator may decline to hear other claims that have been included in the application and the Arbitrator may dismiss such matters with or without leave to reapply.

I find that the most important matter to determine is whether or not the Landlord has sufficient cause to end the tenancy. The remainder of the Tenant's claims are dismissed with leave to reapply.

Settlement Agreement

During the proceeding, the parties agreed to settle this dispute, on the following conditions:

1. The Landlord and Tenant agreed that the tenancy will end on **May 31, 2023**.
2. The Landlord and Tenant agreed that the Landlord is granted an order of possession effective **May 31, 2023**.
3. The Tenant withdraws her application to cancel the One Month Notice as part of this mutually settled agreement.
4. The parties agreed that the Tenant may move out earlier than May 31, 2023, if 30 days written notice is given to the Landlord.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

The Tenant was provided this above settlement information on multiple occasions to ensure she understood, and she stated that she understood that her decision to enter into this settlement is final and binding.

Conclusion

I order the Landlord and Tenant to comply with the terms of their mutually settled agreement described above.

The Landlord has been granted an order of possession effective May 31, 2023, at 1:00 p.m. For enforcement, this order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 06, 2023

Residential Tenancy Branch