



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MELECTRA ENTERPRISES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **OPB, OPM, MNDL, MNDCL, FFL**

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on September 9, 2022 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession based on a Mutual Agreement to End Tenancy effective date September 1, 2022 (the "Mutual Agreement");
- an order of possession based on a vacate clause at the end of a fixed term tenancy;
- a monetary order for damage compensation or loss;
- an order granting recovery of the filing fee.

The Landlord's Agent J.K. and the Tenant attended the hearing. At the start of the hearing, we discussed the Landlord's claims which were included in the Application. The Landlord's Agent confirmed the most important issue to discuss related to the Landlord's claims for an order of possession.

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 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 issue to determine is whether or not the tenancy is ending based on a mutual agreement to end tenancy or in relation to a vacate clause in the

tenancy agreement. As such, the Landlord's request for a monetary order for money owed or compensation for damage or loss is dismissed with leave to reapply.

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 on several occasions 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.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenancy will end on **March 31, 2023 at 1:00 p.m.**
2. The Landlord is granted an order of possession effective **March 31, 2023, at 1:00 p.m.** The Landlord must serve the Tenant with the order of possession.
3. The parties agreed that the Landlord has no obligation or responsibilities with respect to what takes place with the rental unit following the end of the tenancy.
4. The Landlord agrees to withdraw his application in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord has been granted an order of possession effective March 31, 2023, at 1:00 p.m. 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 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 09, 2023

Residential Tenancy Branch