



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

**Dispute Codes**      **CNC, MNDCT, RR, LRE, OLC  
CNL, LRE**

### **Introduction**

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for:

- An order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 47 and 55;
- A monetary order for damages or compensation pursuant section 67;
- An order for a reduction of rent for repairs, services or facilities agreed upon but not provided pursuant to sections 27 and 65;
- An order suspending the landlord’s right to enter the rental unit pursuant to section 70; and
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62.

Both parties attended the hearing and during the hearing, both parties agreed that another dispute filed by the tenant should be determined at this hearing. The file number is recorded on the cover page of this decision and the issues identified in the tenant’s other dispute were for:

- An order to cancel a 2 Month Notice to End Tenancy for Landlord’s Use pursuant to sections 49 and 55; and
- An order suspending the landlord’s right to enter the rental unit pursuant to section 70.

As both parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant’s Notice of Dispute Resolution Proceedings but stated that no evidence was received. Later, the tenant acknowledged receiving the tenant’s evidence but didn’t get it 14 days prior to the hearing. The landlord has reviewed the evidence and was ready to proceed and as such, I allowed the tenant’s late evidence.

The tenant stated he did not receive the landlord's evidence which consisted of copies of the notice to end tenancy and the proof of service documents. I allowed the landlord's evidence as the tenant acknowledged being served with the notice to end tenancy and also acknowledged the date he was served with it.

#### Preliminary Issue

Residential Tenancy Branch Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply. Rule of Procedure 6.2 allows an arbitrator to decline to hear or dismiss unrelated issues. At the commencement of the hearing, I determined that the issue of whether to uphold or cancel the landlord's notice to end tenancy was the primary issue before me and that the other issues listed on the tenant's application were not related and would be dismissed with leave to reapply. The parties acknowledged their understanding that only the dispute to the notice to end tenancy would be determined during this hearing.

#### Settlement Reached

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. I advised the parties that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

1. The tenant agrees to vacate the rental unit on April 30, 2023, at 1:00 p.m. in accordance with the 2 Month Notice to End Tenancy for Landlord's Use that was served upon him on January 30, 2023.
2. The landlord acknowledges the tenant was not required to pay rent for the month of March 2023 pursuant to section 51(1) of the *Act*.
3. The parties agree that the tenant must pay rent for the month of April 2023 to the landlord in the amount of \$610.00.
4. The tenant retains the right to seek compensation against the purchasers of the rental property under 51(2) if the circumstances allow it.

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute with the exception of the issues that were dismissed with leave to reapply at the beginning of the hearing. As the parties resolved matters by agreement, I make no findings of fact or law with

respect to the application before me and I make no determinations on whether the notices to end tenancy were valid.

The tenant is not required to attend the hearing scheduled for April 25, 2023 at 9:30 a.m. determining the validity of the 2 Month Notice to End Tenancy for Landlord's Use as this tenancy is ending in accordance with the settlement recorded. The landlord is required to attend the hearing scheduled for that date and time as there are other applicants unrelated to this tenant whose tenancy are unaffected by this settlement.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is required to serve this Order of Possession upon the tenant and may enforce it as early as 1:00 p.m. on April 30, 2023, should the landlord be required to do so.

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: March 27, 2023

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Residential Tenancy Branch