



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding COLUMBIA PROPERTY MANAGEMENT
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNC, RP, OLC, FFT**

Introduction

This hearing dealt with two applications 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;
- An order for repairs to be made to the unit, site or property pursuant to section 32;
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

Both the landlord and the tenant attended the hearing. The landlord was represented by property manager, ZA.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an oath to tell the truth and they both confirmed that they were not recording the hearing.

Preliminary Issues

The landlord acknowledged being served with the tenant's two Notice of Dispute Resolution Proceedings packages and had no issues with timely service of documents. The tenant only acknowledged being served with the landlord's evidence regarding the second notice to end tenancy (file3186), not the first one (file5539). The landlord testified the evidence package for file5539 was sent to the tenant to his

residential address via registered mail on January 25, 2023. The tracking number is recorded on the cover page of this decision. The landlord testified that the package was returned to her as unclaimed by the tenant. Pursuant to sections 88 and 90, I deem the landlord's evidence to be served upon the tenant on January 30, 2023, the fifth day after being sent by registered mail. The documentary evidence from both parties was considered in this decision.

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. During 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.

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. This tenancy will end at 1:00 p.m. on May 31, 2023, by which time the tenant and any other occupant will have vacated the rental unit.
2. The rights and obligations of the parties continue until the tenancy ends.
3. The parties will meet at the rental unit at 1:00 p.m. on May 31, 2023 to conduct a move out condition inspection report.
4. The two notices to end tenancy dated December 16, 2022 and February 25, 2023 are cancelled and of no further force or effect.

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. 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 decision to award filing fees is discretionary upon the arbitrator. As these disputes were settled by agreement, the filing fees will not be recovered.

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 May 31, 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: April 27, 2023

Residential Tenancy Branch