



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding IVANHOE HOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, CNR, PSF, OLC, FFT

Introduction

On January 6, 2023, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) to cancel a 10-Day Notice to End Tenancy for Unpaid Rent, to cancel a One-Month Notice to End Tenancy for cause, to request an order for the Landlord to comply with the Act, for an order that the Landlord provided provide services or facilities required by the tenancy agreement or law, and to recover the filing fee for this application. The matter was set for a conference call.

An Agent for the Landlord (the “Landlord”) and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure requires the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

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 Matters - Related Issues

I have reviewed the Tenant’s application, and I note that they have applied to cancel two Notices to end tenancy as well as several other issues. I find that some of these other issues are not related to the Tenant’s request to cancel these Notices. As these

matters do not relate directly to a possible end of the tenancy, I apply section 2.3 of the Residential Tenancy Branches Rules of Procedure, which states:

2.3 Related issues

Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

Therefore, I am dismissing with leave to reapply, the Tenant's claims to request an order for the Landlord to comply with the Act, and for an order that the Landlord provided provide services or facilities required by the tenancy agreement or law.

I will proceed with this hearing on the Tenant's claim to cancel the 10-Day Notice, and a One-Month Notice, as well as the request to recover the filing fee.

Issues to be Decided

- Should the One-Month Notice dated December 29, 2022, be cancelled?
- If not, is the Landlord entitled to an order of possession?
- Should the 10-Day Notice dated March 7, 2023, be cancelled?
- If not, is the Landlord entitled to an order of possession and a monetary order for unpaid rent?
- Is the Landlord entitled to the return for their filing fee for this application?

Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

During the hearing, both parties expressed a desire to enter into a mutual agreement to end the tenancy.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Landlord and the Tenant agreed to an end of tenancy date of May 12, 2023.
2. The Tenant agreed to move out of the rental unit no later than May 12, 2023.
3. The parties agreed that the Landlord would be issued a monetary order for the outstanding rent and late fees for this tenancy, in the amount of \$1,597.50.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, an **Order of Possession** and a **Monetary Order** will be granted to the Landlord.

I grant the Landlord an **Order of Possession** effective not later than 1:00 p.m. on May 12, 2023. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

I grant a **Monetary Order** in the amount of **\$1,597.50** to the Landlord to be served to the Tenant and should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

Finally, section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As this case has ended in a settlement, I decline to award the recovery of the filing fee.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant an **Order of Possession** to the Landlord to be served on the Tenant, effective no later than 1:00 p.m. on May 12, 2023. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I grant a **Monetary Order** in the amount of **\$1,597.50** to the Landlord to be served to the Tenant and should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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: April 28, 2023

Residential Tenancy Branch