



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47;
2. An Order for the return of personal property - Section 65; and
3. An Order for the Landlord to comply - Section 62.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. It is noted that the Tenant called in about 20 minutes after the hearing commenced on the scheduled time. The Tenant’s advocate stated that they called in late due to technical difficulties in joining the hearing. The Landlord’s testimony taken prior to the Tenant’s attendance at the hearing was reviewed with the Tenant when they called into the hearing.

The Tenant confirmed receipt of the Landlord’s evidence. The Landlord raised no issue with receipt of the Tenant’s evidence. After both Parties made their submissions in relation to the Tenant’s claim to cancel the notice to end tenancy the Parties reached a mutual agreement to end the tenancy. The Parties conducted a final review for accuracy of the terms of the mutual agreement reached by Parties during the hearing. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the nature of the full and final settlement of these matters.

Preliminary Matter

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. As the claims for compliance and return of property are not related to whether the tenancy will end, I dismiss these claims with leave to reapply. Leave to reapply is not an extension of any limitation date.

Agreed or Undisputed Facts

The tenancy under written agreement started on August 2, 2016. Rent of \$375.00 is payable on the first day of each month. The Tenant was given a one month notice to end tenancy for cause dated March 2, 2023.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The tenancy will end no later than 1:00 p.m. on June 15, 2023;**
- 2. The Landlord will accept short notice if the Tenant is able to move out sooner; and**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63(2) of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement I grant the Landlord an order of possession for June 15, 2023.

Conclusion

The Parties have settled the dispute.

I grant an Order of Possession to the Landlord effective at 1:00 p.m. on June 15, 2023. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to

comply with the order, the order 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 Act.

Dated: May 01, 2023

Residential Tenancy Branch