



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

All named parties attended the hearing.

Preliminary Issue – Naming of Parties and Scope of Application

I have amended the tenant's application to remove all the roommate/occupants as they are not listed as parties to the original tenancy agreement.

Residential Tenancy Branch Rules of Procedure, Rule 2.3 states that, if, in the course of the dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

Aside from the tenant's application to cancel the Notice to End Tenancy, I am exercising my discretion to dismiss the remainder of the issues identified in the tenants' application with leave to reapply as these matters are not related. Leave to reapply is not an extension of any applicable time limit.

Settlement of dispute relating to One Month Notice and Two Month Notice to End Tenancy

Pursuant to section 63 of the Act, an 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. The parties expressed an interest and were successful in resolving the dispute relating to the Notice to End Tenancy by mutual agreement under the following final and binding terms:

1. The landlord agrees to withdraw the One Month Notice to End Tenancy dated January 4, 2023 which he states was issued by mistake. The parties settled the dispute relating to the Two Month Notice which was subsequently served to the tenant on March 1, 2023.
1. The parties settled agreed that that this tenancy will end *no later* than **1:00 p.m. on July 31, 2023**, and, the landlord will be granted an **Order of Possession** effective this date.
2. The tenant is entitled to the equivalent of one month rent free under section 51(1) of the Act and the tenant shall be entitled to apply that to the month of July 2023.
3. The tenant may end the tenancy early by providing the landlord with at least 10 day's written notice to end the tenancy on a date that is earlier than July 31, 2023 pursuant to section 50 of the Act. A notice under this section does not affect the tenants' right to compensation under section 51 of the Act.
4. The tenant retains the right under section 51(2) of the Act to claim against the landlord if:
 - a) steps have not been taken, within a reasonable period after the effective date of the notice, to accomplish the stated purpose for ending the tenancy, or
 - b) the rental unit is not used for that stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that these particulars

comprise the full and final settlement of the dispute relating to the Two Month Notice to End Tenancy.

This Decision and Settlement Agreement is final and binding on both parties.

Conclusion

I grant an Order of Possession to the landlord effective **1:00 p.m. on July 31, 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.

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: May 04, 2023

Residential Tenancy Branch