



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, CNL, CNR, MNDC, OLC, FF

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to a 10-day notice to end tenancy for non payment of rent. The tenant applied to cancel notices to end tenancy, for non payment of rent and for landlord's use of property. The tenant also applied for a monetary order for the cost she incurred to fix a washer and for an order directing the landlord to comply with the *Act*. Both parties applied for the recovery of the filing fee. Both parties attended the hearing, agreed that they had received each other's evidence and were given full opportunity to present evidence and make submissions.

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

In this regard I find the tenant has applied for an order for the landlord to comply with the *Act* and for a monetary order to recover the cost of fixing a washer. As these sections of the application of the tenant are unrelated to the main section which is to cancel the notices to end tenancy, I dismiss these sections with leave to reapply.

Accordingly, this hearing only dealt with the tenant's application to set aside the notices to end tenancy and the landlord's application for an order of possession.

Issues to be decided

Is the landlord entitled to an order of possession or should the notices to end tenancy be set aside?

Background and Evidence

The tenancy started on March 01, 2022. The monthly rent is \$2,000.00 due in advance on the first day of the month. On January 16, the landlord served the tenant with a two month notice to end tenancy for landlord's use of property. On February 03, 2023, the landlord served the tenant with a ten-day notice to end tenancy for unpaid rent. The tenant disputed the notices in a timely manner. The circumstances surrounding the issuance of both notices was discussed at length.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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.

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

- The tenant agreed to move out by 1:00p.m. on September 01, 2023.
- The landlord agreed to allow the tenancy to continue till 1:00 p.m. on September 01, 2023
- The landlord will be issued an order of possession effective this date.
- The landlord agreed to allow the tenant one month of rent-free stay. Accordingly, the tenant will not pay rent due on August 01, 2023
- The landlord agreed to provide the tenant with her email address for future communication and e-transfer of rent.
- Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

- The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

Pursuant to the above agreement, I grant the landlord an order of possession effective by 1:00p.m. on September 01, 2023. 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.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the requests of both parties to recover the filing fee paid for this application.

Conclusion

I grant the landlord an order of possession effective by **1:00p.m. on September 01, 2023.**

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 16, 2023, 2023

Residential Tenancy Branch