



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

**Dispute Codes**      **LL: OPC OPM MNDCL FFE**  
                                 **TT: CNC OLC FFT**

### **Introduction**

This hearing was convened as a result of two applications for dispute resolution under the *Residential Tenancy Act* (the Act). In the first Application (Tenants' Application), the Tenants seek:

- an order cancelling a One Month Notice for Cause dated January 27, 2023 (1 Month Notice) pursuant to section 47;
- an order for the Landlord to comply with the Act, *Regulation Tenancy Regulations* (Regulations) and/or tenancy agreement; and
- authorization to recover the filing fee for the Tenants' Application from the Landlord pursuant to section 72.

In the second application (Landlord's Application), the Landlord seeks:

- an Order of Possession for cause pursuant to the 1 Month Notice pursuant to sections 47 and 55(1);
- an Order of Possession based on a mutual agreement between the Landlord and Tenants pursuant to section 44(c);
- a monetary order for compensation for monetary loss or other money owed by the Tenants pursuant to section 57; and
- authorization to recover the filing fee for the Landlord's Application from the Tenants pursuant to section 72.

The Landlord and the two Tenants (FR and PD) attended the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch*

*Rules of Procedure* (RoP). The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

FR stated the Tenants served the Notice of Dispute Resolution Proceeding (Tenants' NDRP) on the Landlord by registered mail on February 9, 2023. FR submitted the Canada Post tracking number for service of the Tenants' NDRP on the Landlord. The Landlord acknowledged receipt of the Tenants' NDRP. As such, I find the Tenants' NDRP was served on the Landlord in accordance with the provisions of section 89 of the Act.

### Preliminary Matter – Severance and Dismissal of Tenants' Claim

The Landlord's Application included a claim for a monetary order for compensation for monetary loss or other money owed by the Tenants.

Where a claim or claims in an application are not sufficiently related, I may dismiss one or more of those claims in the application that are unrelated. Hearings before the RTB are generally scheduled for one hour and Rule 2.3 of the RoP is intended to ensure disputes can be addressed in a timely and efficient manner.

Rule 2.3 of the Rules 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.

Where a claim or claims in an application are not sufficiently related, I may dismiss one or more of those claims in the application that are unrelated. Hearings before the RTB are generally scheduled for one hour and Rule 2.3 is intended to ensure disputes can be addressed in a timely and efficient manner.

At the outset of the hearing, I advised the parties the primary issues in the respective Applications of the parties are to whether the Tenants were entitled to cancellation of the 1 Month Notice or whether the Landlord was entitled to an Order of Possession. As such, I will sever and dismiss the Landlord's claim for a monetary order for compensation for monetary loss or other money owed by the Tenants. The Landlord has the option of making a new application for dispute resolution with the Residential Tenancy Branch to make that claim.

### Settlement Agreement

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

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to cancel the 1 Month Notice;
2. The Landlord agrees to withdraw the Landlord's Application
3. The Tenants agree to withdraw the Tenants' Application;
4. The Tenants agree to vacate the rental unit not later than 1:00 pm on June 30, 2023; and
5. The Tenants agree to pay the Landlord for the rent in full for June 2023 by June 1, 2023.

These particulars comprise the full and final settlement of all aspects of the Tenants' dispute against the Landlord and the Landlord's dispute against the Tenants. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in their respective Applications.

### Conclusion

As the parties have reached a full and final settlement of the Tenant's claims set out in the Tenants' Application and the Landlord's claims set out in the Landlord's Application, I make no factual findings about the merits of the respective Applications of the parties.

I order that the 1 Month Notice to End Tenancy to be cancelled and of no force or effect.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant the Landlord an Order of Possession effective at 1:00 pm on June 30, 2023. The Landlord is provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible. If the Tenants fail to comply with this

Order of Possession, then 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 *Residential Tenancy Act*.

Dated: May 25, 2023

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Residential Tenancy Branch