



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

**Dispute Codes**      **CNC MNRT MNDCT RR OLC FFT**

### **Introduction**

This hearing was convened as a result of an application for dispute resolution (Application) under the *Residential Tenancy Act* (the Act). The Tenant seeks:

- an order cancelling a One Month Notice for Cause dated January 24, 2023 (1 Month Notice) pursuant to section 47;
- an order to be paid back by the Landlord for the cost of emergency repairs made by the Tenant pursuant to section 33(5);
- a monetary order for compensation from the Landlord pursuant to section 67;
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided by the Landlord pursuant to section 65;
- 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 Application from the Landlord pursuant to section 72.

The Landlord and Tenant 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.

The Tenant stated he served the Application for Dispute Resolution (NDRP) on the Landlord by email. Although there was no evidence the Landlord consented to service of documents required by the Act by email, the Landlord acknowledged receipt of the email. As such, I find the Landlord was sufficiently served with NDRP pursuant to section 71(2)(b) of the Act.

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

The Application included claims for (i) an order to be paid back by the Landlord for the cost of emergency repairs made by the Tenant; (ii) a monetary order for compensation; (iii) an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided by the Landlord; and (iv) an order for the Landlord to comply with the Act, Regulations and/or tenancy agreement.

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 Application was to whether the Tenant was entitled to (i) cancellation of the 1 Month Notice and (ii) whether the Tenant was entitled to recover the filing fee for the Application from the Landlord. As such, I will sever and dismiss from the Application the Tenant's claims for (i) an order to be paid back by the Landlord for the cost of emergency repairs made by the Tenant; and (ii) a monetary order for compensation from the Landlord with leave to reapply. The Tenant has the option of making a new application for dispute resolution with the Residential Tenancy Branch to make those claims.

As noted below, the parties reached a settlement of the claim for cancellation of the 1 Month Notice and the claim for recovery of the filing fee for the Application. As the Tenant has agreed to vacate the rental unit, the need for (i) an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided by the Landlord; and (ii) an order for the Landlord to comply with the Act, Regulations and/or tenancy agreement are no longer required. As such, I dismiss these two claims without leave to reapply.

### 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 Tenant agrees to withdraw the Application;
3. The Tenant agrees to vacate the rental unit not later than 1:00 pm on June 30, 2023; and
4. The Tenant agrees 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 Tenant's dispute against the Landlord. 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 the Application.

### Conclusion

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

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 Tenant must be served with this Order as soon as possible. If the Tenant fails to comply with this Order, this 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