



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      **CNL RR RP FFT**

### Introduction

This hearing was convened by way of conference call in response to the Tenant's application for dispute resolution (Application) under the *Residential Tenancy Act* (Act) in which the Tenant seeks:

- an order to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property dated January 18, 2023 (2 Month Notice) pursuant to section 49;
- 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 complete repairs to the rental unit pursuant to section 42; and
- authorization to recover the filing fee for the Application from the Landlord pursuant to section 72.

The Landlord, the Landlord's agent (GD), the Tenant and the Tenant's advocate (NA) attended this 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.

NA stated the Tenant served the Notice of Dispute Resolution Proceeding (NDRP) on the Landlord by registered mail on February 14, 2023. NA provided the Canada Post tracking number for service of the NDRP on the Landlord to corroborate her testimony. As such, I find the NDRP was served on the Landlord in accordance with the provisions of section 89 of the Act.

NA stated the Tenant served her evidence on the Landlord in-person on various dates. GD acknowledged the Landlord received the Tenant's evidence. As such, I find the Tenant's evidence was served on the Landlord in accordance with the provisions of section 88 of the Act.

GD stated the Landlord served his evidence on the Tenant in-person on March 13, 15 and 18, 2023. The Tenant admitted she received the Landlord's evidence. As such, I find the Landlord's evidence was served on the Tenant in accordance with the provisions of section 88 of the Act.

### Preliminary Matter - Severance and Dismissal of Tenant's Claims

The Application included claims 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 complete repairs to the rental unit.

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 were whether the Tenant was entitled to (i) cancellation of the 2 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 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 complete repairs to the rental unit.

As noted below, the parties reached a settlement of the claim for cancellation of the 1 Month Notice. As the Tenant has agreed to vacate the rental unit, the need for an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not

provided by the Landlord is moot because the Tenant will no longer be paying rent. As such, I grant the Tenant leave to reapply to make a claim for monetary compensation for loss of services or facilities that were not provided by the Landlord and/or the failure of the Landlord to complete repairs during the tenancy. As the tenancy is ending, the Tenant's claim for repairs is now no longer required. As such, I dismiss this claim 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 2 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;
4. The Landlord agrees that Tenant is not required to pay rent for June 2023 as the Tenant is entitled to the last month of the tenancy rent free pursuant to section 51(1) of the Act.

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 the claims made in the Application.

### Conclusion

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

I hereby order that the 2 Month Notice 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 the Order of Possession in the above terms and the Tenant must be served with this Order as soon as possible. If the Tenant fails to comply with the Order of Possession, it 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 29, 2023

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Residential Tenancy Branch