

DECISION

Dispute Codes CNC, DRI-ARI-C, PSF, AS, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Tenants on January 25, 2023, under the *Residential Tenancy Act* (the Act), seeking:

- Cancellation of a One Month Notice to End Tenancy for Cause (One Month Notice);
- An order for the Landlord to provide services or facilities required by the tenancy agreement or law;
- Authorization to assign or sublet the rental unit as the Landlord's consent has been unreasonably withheld;
- Recovery of the filing fee; and to
- Dispute a rent increase for capital expenditures.

The hearing was convened by telephone conference call at 11:00 am on May 19, 2023, and was attended by the Tenant NS and one of three owners of the rental unit, SL, and their friend/interpreter KS. All testimony provided was affirmed. The owner SL, who is one of the respondents, acknowledged service of the Notice of Dispute Resolution Proceeding (NODRP), and stated that there are no concerns regarding the service date or method. The Tenant stated that the landlord named in the tenancy agreement AL, whom the parties agreed at the hearing is not an owner and is SL's son, was personally served with the NODRP as required. SL stated that AL was not authorized to enter into a tenancy agreement with the Tenants, and that there is currently an ongoing family dispute with AL. Despite this, SL acknowledged that the Tenants are occupying the rental unit and stated that they have no issue with their continued tenancy and occupancy of the unit. Based on the above and in the absence of any evidence to the contrary, I accept that the respondents were properly served or deemed properly served, and the hearing proceeded as scheduled. The parties were provided the opportunity to present their evidence orally and in written and documentary form, to call witnesses, and to make submissions at the hearing.

The parties were advised that interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over

me and one another and to hold their questions and responses until it was their opportunity to speak. The parties were also advised that recordings of the proceedings are prohibited, and confirmed that they were not recording the proceedings.

Although I have reviewed all evidence and testimony before me that was accepted for consideration, I refer only to the relevant and determinative facts, evidence, and issues in this decision.

Preliminary Matters

In their Application the Tenant sought remedies under multiple unrelated sections of the Act. Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

As the Tenant applied to cancel a One Month Notice, I find that the priority claim relates to whether the tenancy will continue or end. I therefore exercised my discretion to dismiss the remaining claims, except for recovery of the filing fee, with leave to reapply. As a result, the hearing proceeded based only on the Tenants' Application seeking cancellation of a One Month Notice and recovery of the filing fee.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised that pursuant to section 63 of the Act, I could assist them in reaching an agreement, which would be documented in my decision and any supporting order(s).

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the One Month Notice is cancelled, and that the tenancy may continue in full force and affect.
2. The parties agree that moving forward, the Tenant is to contact SL regarding all tenancy issues at the phone number indicated on the cover page of this decision.

Conclusion

The One Month Notice is cancelled and I order the parties to comply with the terms of the mutual settlement agreement described above.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: June 8, 2023

Residential Tenancy Branch