



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC, FFT, OPC, MNDCL-S, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution that was filed by the Tenant (the Tenant's Application) under the *Residential Tenancy Act* (the Act) on April 13, 2023, seeking:

- Cancellation of a One Month Notice to End Tenancy for Cause (One Month Notice); and
- Recovery of the filing fee.

This hearing also dealt with a Cross-Application for Dispute Resolution that was filed by the Landlord (the Landlord's Application) under the Act on May 9, 2023, seeking:

- An Order of Possession based on the One Month Notice;
- Compensation for monetary loss or other money owed; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 1:30 pm on July 27, 2023, and was attended by the Tenant and three agents for the Landlord (Agents). All testimony provided was affirmed.

Preliminary Matters

In their Application the Landlord sought remedies under multiple unrelated sections of the Act. Section 2.3 of the Residential Tenancy Branch Rules of Procedure (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 Landlord applied to uphold the One Month Notice, the Tenant applied to have it cancelled, and the parties agreed the Tenant still maintains possession of the rental unit, I find that the priority claim relates to whether the tenancy will continue or end. As

the Landlord's monetary claim is not sufficiently related to the One Month Notice, I exercise my discretion to dismiss it with leave to reapply.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my decision and any supporting orders.

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

1. The Landlord agrees that the One Month Notice is withdrawn and of no force or affect.
2. The parties agree that a \$700.00 pet damage deposit is required, which is to be paid on or before August 1, 2023.
3. The Tenant understands that if they do not pay the \$700.00 pet damage deposit within 30 days after August 1, 2023, the Landlord may have grounds to end the tenancy under section 47(1)(a) of the Act.
4. The Tenant agrees to keep their cats indoors unless leashed and supervised.
5. The Tenant agrees not to significantly interfere with or unreasonably disturb their neighbouring tenants.
6. The Landlord agrees to protect the Tenant's right to quiet enjoyment of their own rental unit.

Conclusion

I order the parties to comply with the terms of the mutual settlement agreement described above, which was reached between the parties pursuant to section 63 of the Act.

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: July 27, 2023

Residential Tenancy Branch