



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TOOR VENTURES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RR OLC PSF CNL FF

Introduction

This hearing was convened as a result of two separate applications made by two different Tenants, in different rental units. These files were joined to be heard at the same time. A participatory hearing, by teleconference, was held on November 17, 2023. The Tenants applied for multiple remedies under the *Residential Tenancy Act* (the “Act”).

The Landlord (agent of) and the Tenants both attended the hearing. All parties provided affirmed testimony.

For file number ending in 2988, the Tenant stated he served his Notice of Dispute Resolution Proceeding and evidence to the Landlord and the Landlord confirmed receipt of this package. I find it was sufficiently served. For this file, the Tenant attempted to amend the application to add additional parties. However, this was not served to the other party at least 14 days before the hearing, and it is not accepted.

For file number ending in 4109, the Tenant stated that he served his Notice of Dispute Resolution Proceeding and evidence by registered mail, which the Landlord confirmed getting. I find this was sufficiently served. For this file, the Tenant also submitted two amendments, one on October 30, and the other on November 3. I note this first amendment was sent by registered mail on October 30, 2023. Pursuant to section 90 of the Act, I find the Landlord is deemed to have received this on November 4, 2023, which is late, as it had to be received by the Landlord no later than November 2, 2023. The Tenant also served his second amendment late, as it was emailed to the Landlord on November 3, 2023. I find neither of these amendments are acceptable.

The Landlord did not submit any documentary evidence.

Preliminary Matters

The Tenants applied for multiple remedies under the *Residential Tenancy Act* (the “Act”), some of which were not sufficiently related to one another.

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.

I find both applications by the Tenants share some common elements, despite the fact that they contain different grounds. During this hearing, I focused on the issue regarding the parking and storage fees, whether it is included in monthly rent, and the rights to use those spaces. This will be addressed further below as part of the settlement agreement. Any other issues, monetary in nature, will be dismissed, with leave to reapply. However, the parties expressed an interest in settling the remaining monetary issues themselves after the hearing, which I would encourage. If this is not possible, the parties can re-apply for any monetary compensation that stemmed from the issues with the parking spots and the storage.

With respect to the 2 months Notice to End Tenancy for Landlord’s Use, dated October 25, 2023, I hereby cancel them, as the Landlord agreed to withdraw both of those notices, issued to the two units that are part of this application. I find it important to note that there are other outstanding Notices, which must be dealt with separately from this proceeding.

Settlement Agreement

Pursuant to section 63 of the *Act*, the 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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- For unit #10, monthly rent remains at \$838.00 per month, and includes parking and storage, as it had in the past.

- For unit #11, monthly rent remains at \$776.00 per month, and includes parking and storage, as it had in the past.
- Any monetary claims, or potential compensation for loss of use of the parking or storage locker, are dismissed with leave to reapply and are not part of this settlement. Parties are encouraged to try to resolve this on their own.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this issue.

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: November 21, 2023

Residential Tenancy Branch