

DECISION

Introduction

This hearing dealt with the Tenant's and Landlord's Applications under the *Residential Tenancy Act* (the "Act").

The Tenant applied for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice)
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement
- an order to suspend or set conditions on the Landlord's right to enter the rental unit
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement
- authorization to recover the filing fee for this application from the Landlord

The Landlord applied for:

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice)
- an Order of Possession based on the Tenant's written notice to end the tenancy
- a Monetary Order for damage to the rental unit or common areas
- authorization to recover the filing fee for this application from the Tenant

Preliminary Matters

The Landlord's application for an Order of Possession based on the Tenant's written notice to end the tenancy was withdrawn at the start of the hearing, as both parties confirmed the Tenant has not given a written notice to end tenancy.

Residential Tenancy Branch Rules of Procedure, Rule 2.3 says the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

The following issues from the Tenant's application are dismissed **with** leave to reapply:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement

- an order to suspend or set conditions on the Landlord's right to enter the rental unit
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement

The following issues from the Landlord's application are dismissed **with** leave to reapply:

- a Monetary Order for damage to the rental unit or common areas

I am exercising my discretion to dismiss the above listed issues identified in the applications with leave to reapply as these matters are not related. Leave to reapply is not an extension of any applicable time limit. These issues were not discussed or settled in the hearing and are not included in the following settlement agreement.

Analysis

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute.

Both parties voluntarily agreed to the following terms of a final and binding settlement:

1. This tenancy will end on March 31, 2024. The Tenant will move out of the rental unit on or before March 31, 2024.
2. The Landlord will return \$3600.00 to the Tenant for the pre-paid rent of April, May, and June 2024. The Landlord will pay this \$3600.00 to the Tenant by February 1, 2024.
3. If the Tenant moves out of the rental unit before March 1, 2024, the Landlord will return an additional \$1200.00 for the pre-paid rent of March 2024, within 7 days of the Tenant moving out of the rental unit.
4. If the Tenant moves out of the rental unit before February 1, 2024, the Landlord will return an additional \$2400.00 for the pre-paid rent of February and March 2024, within 7 days of the Tenant moving out of the rental unit.
5. Both parties agreed that these terms the full settlement of the current applications for dispute resolution, except for those issues which were dismissed with leave to reapply in the preliminary matters section of this decision.

Conclusion

In order to give effect to the settlement, I make the following orders.

I grant an Order of Possession to the Landlord **effective on March 31, 2024, after the Tenant is served this Order**. The Landlord must serve this Order to the Tenant. The Tenant and anyone else occupying the rental unit must move out by March 31, 2024.

If the Tenant does not comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The Tenant is reminded that the rental unit must be left clean and without damage in accordance with section 37 of the Act. The Landlord is reminded to schedule and complete a move out inspection in accordance with section 35 of the Act.

I Order the Landlord to pay **\$3600.00** to the Tenant by February 1, 2024.

If the Tenant moves out by March 1, 2024, I Order the Landlord to pay the Tenant **\$1200.00** within 7 days of the Tenant moving out of the rental unit.

If the Tenant moves out by February 1, 2024, I Order the Landlord to pay the Tenant **\$2400.00** within 7 days of the Tenant moving out of the rental unit.

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: January 25, 2024

Residential Tenancy Branch