



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

This hearing was convened under the *Residential Tenancy Act* (The **Act**) in response to cross applications from the parties.

The Tenant, KC, filed their application on April 30, 2024, and seeks:

- Cancellation of the Landlord's Two Month Notice for Landlord's Use of Property dated April 8, 2024 (the **Notice**).
- Reduction of rent for Landlord's failure to complete repairs.
- An order for repairs to the Rental Unit.
- An order from the Director for the landlord to comply with the *Act*, Residential Tenancy Regulation (the **Regulation**) and/or the tenancy agreement.
- Their \$100.00 filing fee.

The Landlord filed their application on May 20, 2024, and seeks:

- An order of possession pursuant to the Notice.
- Their \$100.00 filing fee.

Preliminary Matters and Agreement to Settle

Rule 2.3 of the Residential Tenancy Branch's Rules of Procedure authorizes me to sever issues that are unrelated to the primary issue before me due to time and evidentiary constraints. In this case the primary issue before me was the Landlord's Two Month Notice to End Tenancy for Cause and whether this tenancy was to end or to continue. At the start of the hearing, I explained to the parties that I will be severing the balance of the Tenant's application with leave to reapply due to time constraints and because the additional claims are unrelated to the main claim.

For clarity, the hearing went ahead only regarding the following issues: cancellation of the Landlord's Notice, return of filing fees, and whether an Order of Possession should be granted to the Landlord pursuant to the Notice. The Tenant acknowledged that they understand they have the right to file separate claims regarding the balance of their dispute.

During the hearing the parties indicated their intention to settle their dispute regarding the Notice.

Analysis

Under section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute. 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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of both parties' dispute regarding the Notice and that they did so of their own free volition and without any element of coercion:

1. This tenancy will end by 1:00 PM on July 15, 2024, by which time the Tenant, and all occupants residing in the Rental Unit will provide vacant possession of the Rental Unit to the Landlord.
2. The Tenant will waive all claims to any pet damage deposit paid by the Tenant to the Landlord or their agents (for clarity, if the Tenant has paid a pet damage deposit to the Landlord or to their agents, the Landlord may retain the pet damage deposit following the end of this tenancy and the Tenant may not make a claim for its return).
3. The Tenant will waive all claims to any security deposit paid by the Tenant to the Landlord or their agents (for clarity, if the Tenant has paid a security deposit to the Landlord or to their agents, the Landlord may retain the security deposit following the end of this tenancy and the Tenant may not make a claim for its return).
4. The Landlord will waive all claims for rent from July 1, 2024, to July 15, 2024.
5. The parties will conduct an end of tenancy condition inspection on July 13, 2024.
6. This tenancy is coming to an end pursuant to the Notice, which is a Two Month Notice to End Tenancy for Landlord's Use.
7. Both parties agreed that these particulars comprise the full settlement of all aspects of the parties' current applications for dispute resolution, except for any claims that were severed at the start of the hearing by the Arbitrator (as outlined above).

As the parties agreed that the above provisions comprise the full settlement of the Tenants' application for dispute resolution, I will not make any orders in relation to the filing fee. Each party will bear their own cost.

Conclusion

Section 64.2 of the *Act* states:

If the parties resolve their dispute by agreement, whether or not during a dispute resolution proceeding, the director may record the agreement in the form of a decision or order under this Part.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the Landlord effective at 1:00 PM **on July 15, 2024, after service of the attached Order** to the Tenant. Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I caution the Tenant that costs of enforcing Residential Tenancy Branch orders, such as bailiff fees, are recoverable against the non-compliant party.

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 20, 2024

Residential Tenancy Branch