



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes TENANT: CNL MNDC RP FF
 LANDLORD: OPC FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties.

Both sides attended the hearing and provided affirmed testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

Both parties 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.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues before me deal with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss, with leave to reapply, all of the grounds on both applications with the exception of the following grounds:

- Tenant’s request to cancel a 2 Month Notice to End Tenancy

- Landlord's request for an order of possession based on 1 month notice for cause.

Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties made an agreement with respect to when and how the tenancy will end.

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:

- The Tenants will move out of the rental unit by **February 1, 2025, at 1pm.**
- Both the 1 month notice and the 2 month notice are cancelled by mutual consent and of no force or effect.
- This mutual agreement only settles when the tenancy will end.

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 matter. Parties are encouraged to try to work together on any remaining issues.

Conclusion

In support of the agreement described above, the Landlord is granted an order of possession effective February 1, 2025, at 1pm and after service on the Tenants. The Landlords may serve and enforce this Order if the Tenants fail to move out as specified 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 *Residential Tenancy Act*.

Dated: September 11, 2024