



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT, LRE, MNDCT, OLC

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenants under the *Residential Tenancy Act* (the “Act”), seeking cancellation of a One Month Notice to End Tenancy for Cause (the “One Month Notice”), recovery of the filing fee, an order restricting or setting conditions on the Landlord’s right to enter the rental unit, compensation for loss or other money owed, and an order for the Landlord to comply with the Act, regulation, or tenancy agreement.

The hearing was convened by telephone conference call and was attended by the Tenants, the Landlord and a witness for the Landlord (the “Witness”), all of whom provided affirmed testimony. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. Neither party raised any concerns regarding the service of documentary evidence.

I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”); however, I refer only to the relevant facts and issues in this decision.

At the request of the parties, copies of the decision and any orders issued in their favor will be e-mailed to them at the e-mail addresses provided in the hearing.

Preliminary Matters

In the Application the Tenants sought multiple remedies under multiple sections of the Act, a number of which were unrelated 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.

As the Tenants applied to cancel a One Month Notice, I find that the priority claim relates to whether the tenancy will continue or end. As the other claims are unrelated to the One Month Notice, I therefore exercise my discretion to dismiss the Tenants' claims for an order restricting or setting conditions on the Landlord's right to enter the rental unit, compensation for loss or other money owed, and an order for the Landlord to comply with the *Act*, regulation, or tenancy agreement 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 supporting order.

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

1. The parties agree the tenancy will end at midnight on September 30, 2018.
2. The Tenants agree to vacate the rental property by midnight on September 30, 2018.
3. The parties agree that no rent is due for September of 2018.
4. The Landlord agrees to pay the Tenants \$150.00; \$100.00 for recovery of the filing fee and \$50.00 for an overpayment made by the Tenants for the security deposit.
5. The rights and obligations of the parties under the *Act* continue until the tenancy ends in accordance with this agreement.
6. The Tenants withdraw their Application seeking cancellation of the One Month Notice and recovery of the filing fee in full as part of this mutually agreed settlement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective at midnight on

September 30, 2018. The Landlord is provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

In support of the settlement described above, and with the agreement of the parties, I grant the Tenants a Monetary Order in the amount of \$150.00. The Tenants are provided with this Order in the above terms and the Landlord must be served with this Order as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 10, 2018

Residential Tenancy Branch