



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MNDCT MNRT RR CNR FFT

Introduction

This hearing dealt with three separate applications filed by the tenant pursuant to the *Residential Tenancy Act* (the “Act”) for:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for unpaid rent (the 10 Day Notice) pursuant to section 46;
- cancellation of the landlord’s One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

All named parties attended the hearing.

Preliminary Issue – Scope of Application

Residential Tenancy Branch Rules of Procedure, Rule 2.3 states that, if, in the course of the dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

Aside from the tenant’s application to cancel the Notice(s) to End Tenancy, I am exercising my discretion to dismiss the remainder of the issues identified in the tenants’ application with leave to reapply as these matters are not related. Leave to reapply is not an extension of any applicable time limit.

Settlement of dispute relating to 10 Day and One Month Notice

Pursuant to section 63 of the Act, an 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. The parties expressed an interest and were successful in resolving the dispute relating to the Notice to End Tenancy by mutual agreement under the following final and binding terms:

1. The landlord agrees to withdraw both the 10 Day Notice to End Tenancy dated April 5, 2022, and the One Month Notice to End Tenancy dated March 22, 2022.
2. The tenant and landlord reached a mutual agreement to **end this tenancy** *no later* than **1:00 p.m. on July 31, 2022**, and, the landlord will be granted an **Order of Possession** effective this date.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of the dispute relating to the Notices to End Tenancy.

This Decision and Settlement Agreement is final and binding on both parties.

Conclusion

I grant an Order of Possession to the landlord effective **1:00 p.m. on July 31, 2022**. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: July 12, 2022

Residential Tenancy Branch