



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC MNDC OLC LRE LAT FF

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") dated August 10, 2015, for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, for an order suspending or setting conditions on the landlord's right to enter the rental unit, for authorization for the tenant to change the locks to the rental unit, and to recover the cost of the filing fee.

The tenant, the landlord, and the daughter of the landlord attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The parties confirmed that they received documentary evidence from the other party prior to the hearing and that they had the opportunity to review that evidence prior to the hearing. I find the parties were sufficiently served in accordance with the *Act*.

### Preliminary and Procedural Matters

During the hearing, the landlord, G.N. requested to remove J.N. as a respondent as J.N. is not listed on the tenancy agreement as a landlord. I have reviewed the tenancy agreement and find that J.N. is not listed as a landlord. Therefore, I permit the amendment of the tenant's application by removing J.N. from the tenant's application as a J.N. is not listed as a landlord. This amendment is made pursuant to section 64(3) of the *Act*.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to set aside the Notice to End Tenancy and the tenant's application to recover the filing fee at this proceeding. The balance of the tenant's applications is dismissed, with leave to re-apply

### Settlement Agreement

During the hearing, the parties agreed to settle on the following conditions:

1. The parties agree that the tenancy will end on **November 30, 2015 at 1:00 p.m.**
2. The landlord is granted an order of possession pursuant to section 55 of the *Act* effective **November 30, 2015 at 1:00 p.m.** The landlord must serve the tenant with the order of possession.
3. The tenant agrees to ensure the original locks to the rental unit are installed back to the original locks by **October 23, 2015 by 5:00 p.m.**
4. The landlord agrees not to enter the rental unit unless in accordance with section 29 of the *Act*.
5. The parties agree and acknowledge that the pathways around the home itself are common areas.
6. The tenant withdraws her application in full as part of this mutually settled agreement and the parties mutually agree to withdraw the 1 Month Notice dated August 10, 2015.
7. The parties agree that no excessive noise such as loud TV or other noises will occur during the hours of **11:00 p.m. to 7:00 a.m.**

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.

The landlord has been granted an order of possession effective November 30, 2015 at 1:00 p.m. This order must be served on the tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I do not grant the recovery of the filing fee as this matter was resolved by way of a mutually settled agreement.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: October 23, 2015

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Residential Tenancy Branch

