



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT REACHED BETWEEN BOTH PARTIES

Dispute Codes

CNC, CNL, MNDC, OLC, LRE, RR, FF, SS

Introduction

This matter dealt with an application by the tenant for an Order to cancel a One Month Notice to End Tenancy for cause and a Two Month Notice to End Tenancy for Landlord's Use of the Property; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; for an Order for the landlord to comply with the *Act*, regulations or tenancy agreement; for an Order to suspend or set conditions on the landlord's right to enter the rental unit; for an Order to allow the tenant to deduct the cost of repairs, services or facilities from the rent; for an Order to permit the tenant to serve documents in a way not required by the *Act*; and to recover the filing fee from the landlord for the cost of this proceeding.

The tenant withdrew her application for an Order to permit the tenant to serve documents in a way not required by the *Act*.

Through the course of the hearing the landlord's lawyer and the tenant came to an agreement in settlement of the tenant's application.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The parties agreed this tenancy will end at 1.00 p.m. on September 23, 2016;
- The tenant agreed to pay rent for September to the amount of \$1,200.00 and the tenant will cooperate with the landlord concerning the rent cheques for July and August if these have not yet been cashed by the landlord;
- The tenant agreed to allow the landlord or his realtor to show the property to prospective purchasers while the tenant is away from the rental unit between August 20 and September 05, 2016 without written notice of entry from the landlord;
- The tenant agreed to ensure the unit is clean and tidy during any showings of the unit to prospective purchasers;
- The tenant agreed not to impede any future showings of the unit to prospective purchasers;
- The landlord's lawyer agreed the landlord or the landlord's representative will either provide the tenant with a reasonable schedule for showings to take place for prospective purchasers or provide the required 24 hour written notice of entry to the tenant.
- The landlord's lawyer agreed the landlord will withdraw both the One Month Notice and the Two Month Notice.
- The parties agreed the tenant is at liberty to file a new application for money owed or compensation for damage or loss as this part of the tenant's application was not heard at this hearing today.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement. Should either party violate the terms of this settled agreement, it is open to the other party to take steps under the *Act* to seek remedy.

As this matter was settled, I have not awarded the tenant recovery of the filing fee.

The tenant is at liberty to file a new application for monetary compensation.

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: August 15, 2016

Residential Tenancy Branch