



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LAT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- authorization to change the locks to the rental unit pursuant to section 70.

The landlord's agent, MC ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that he had authority to speak on behalf of the landlord "owner" named in this application, as an agent at this hearing (collectively "landlord"). This hearing lasted approximately 30 minutes in order to allow both parties to fully negotiate a settlement of this claim.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's written evidence package.

The tenant confirmed that he did not receive a one-page diagram of the rental unit, which the landlord said was sent to the tenant and the Residential Tenancy Branch ("RTB"). I received a copy at the RTB. As this matter settled, this evidence was not considered and I do not find it necessary to make any findings regarding service of it.

The tenant confirmed receipt of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"). Neither party provided a copy of the notice, nor could they locate it during the hearing in order to provide details of it. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 2 Month Notice.

Pursuant to section 64(3)(c) of the *Act*, I amended the tenant's application to correct the spelling of the landlord's surname, as the landlord consented to this amendment request by the tenant.

Analysis

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 and an order. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on May 31, 2017, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice;
3. Both parties agreed that the tenant is entitled to one month's free rent compensation pursuant to section 51 of the *Act* and the landlord's 2 Month Notice, on the following term:
 - a. The tenant will not be required to pay any rent to the landlord for the period from May 1 to 31, 2017;
4. The landlord agreed to abide by section 29 of the *Act* regarding providing notice to the tenant before entering the tenant's rental unit;
5. Both parties agreed that the landlord will provide the tenant with at least 24 hours' written notice by way of text message prior to entering the rental unit, as text messages are the preferred method of communication for both parties;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The landlord confirmed that he agreed and understood that the owner is bound by the terms of this settlement agreement and that he had authority as an agent to make this agreement on the owner's behalf.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on May 31, 2017. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on May 31, 2017. Should the tenant 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: April 12, 2017

Residential Tenancy Branch