



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, LRE, MNDC, OLC, PSF, RP, RR, FF

Introduction

Hearings were scheduled to deal with applications and cross-applications under the *Residential Tenancy Act* (the “Act”). In his application filed June 16, 2017 the tenant sought cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated June 5, 2017, compensation for loss or damage, recovery of the application filing fee, authorization to reduce the rent, and orders requiring the landlord to comply, make repairs, provide services and restrict access to the property. This application was with respect to a tenancy with an address of **24930** and was scheduled for August 22, 2017.

In another application also filed June 16, 2017, the tenant sought the same relief with respect to a tenancy with an address of **24940**. The landlord applied on June 19, 2017 for an order of possession for this address, as well for as recovery of the application filing fee. These cross-applications were scheduled for hearing on August 24, 2017.

At the outset of the August 22, 2017 hearing it became clear that these tenancies were related and that I would be hearing the cross-applications with respect to the second tenancy on August 24, 2017. According, with the consent of the parties, the disputes were considered together over the course of the two dates.

Both the tenant and the landlord attended at both hearings. The landlord was represented by his daughter at both hearings and also by his friend at the August 24 hearing. Both the landlord’s daughter and his friend assisted with translation. Both parties gave affirmed testimony and were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions.

At the outset of the hearings I advised the parties of their option to have me assist in mediating an agreement. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement. At the August 22

hearing the landlord stated that he would like to consult with his lawyer and he was encouraged to do so before the August 24 hearing.

Settlement

Over the course of the hearing, the parties reached an agreement to settle these matters on the terms set out below.

24930 Property

1. The parties agree that this tenancy ended on June 30, 2017.
2. The tenant will immediately remove the combination lock on the gate to this property or provide the landlord with the combination.
3. The landlord waives all claims to unpaid rent for this tenancy.
4. The tenant waives all monetary claims for this tenancy.
5. The parties agree that the security deposit and pet deposit for this tenancy will be dealt with in accordance with the Act.

In support of this settlement and with the consent of both parties I issue an order of possession effective **two (2) days from the date of service**.

24940 Property

1. The parties agree that this tenancy will end no later than September 30, 2017.
2. The landlord waives all claims for unpaid rent and for rent for September, 2017.
3. The tenant waives all monetary claims for this tenancy.
4. The tenant agrees that he will not make any claim for future loss of use of the driveway for the duration of this tenancy (as the landlord intends to repair the driveway).
5. The tenant agrees to cooperate with the landlord to allow the landlord and his agents access to the rental property and the rental unit in accordance with the Act.

6. The landlord agrees to provide 24 hours written or email notice setting out the date and time and reasonable reason for accessing the rental property and/or rental unit.
7. The parties agree that the security deposit and pet deposit for this tenancy will be dealt with in accordance with the Act.

In support of this settlement and with the consent of both parties I issue an order of possession effective at **1:00 pm on September 30, 2017.**

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreements and the Act. Should either party violate the terms of this agreement, the tenancy agreements or the Act, it is open to the other party to take steps under the Act to end the tenancy at **24940** earlier than September 30, 2017 or apply for monetary compensation or other orders under the Act with respect to both tenancies.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: August 24, 2017

Residential Tenancy Branch