



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

Landlord: OPR MNR  
Tenant: CNC OLC LRE LAT CNR

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”).

The Landlord’s Application for Dispute Resolution was received at the Residential Tenancy Branch on July 17, 2017. The Landlord sought the following relief, pursuant to the *Act*:

- an order of possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated July 5, 2017 (the “10 Day Notice”); and
- a monetary order for unpaid rent or utilities.

The Tenant submitted two applications for dispute resolution, which were head together for convenience. The Tenant’s first application was received at the Residential Tenancy Branch on July 6, 2017. In it, the Tenant sought the following relief, pursuant to the *Act*:

- an order cancelling a One Month Notice to End Tenancy for Cause, dated June 23, 2017;
- an order that the Landlord comply with the *Act*, regulation, or a tenancy agreement;
- an order suspending or setting conditions on the Landlord’s right to enter the rental unit; and
- an order authorizing the Tenant to change the locks to the rental unit.

The Tenant’s second application, received at the Residential Tenancy Branch on July 14, 2017, sought an order cancelling the 10 Day Notice, pursuant to the *Act*.

Both parties attended the hearing and provided affirmed testimony.

During the hearing, the Landlord confirmed she did not serve an Application package, including the Notice of a Dispute Resolution Hearing, on the Tenant. The Tenant indicated that he served both of his application packages on the Landlord by registered mail. However, he did not submit documentary evidence in support of service and was unable to recall the date of service. The Landlord acknowledged receipt of a notice of a dispute resolution hearing from the Tenant, but denied receiving any documentary evidence.

In light of these difficulties with proof of service of both parties' documents, the opportunity for settlement was discussed with the parties. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

During the hearing, the parties mutually agreed to settle this matter, in part, as follows:

1. The parties agree the tenancy will end on September 30, 2017, at 1:00 p.m.
2. The Tenant agrees to vacate the rental unit no later than September 30, 2017, at 1:00 p.m.
3. The Landlord agrees she will not impede the Tenant's access to the rental unit.
4. The Landlord agrees to replace the stairs allowing access to the rental unit no later than September 22, 2017.

I order the parties to comply with the terms of this agreement set out above. This partial settlement was reached in accordance with section 63 of the *Act*.

The Landlord is granted leave to reapply for monetary relief at a later date.

In light of the settlement agreement outlined above, the relief sought by the Tenant is moot. The Tenant's applications are dismissed, without leave to reapply.

### Conclusion

In support of the settlement described above, I grant the Landlord an order of possession, which will be effective on September 30, 2017, at 1:00 p.m. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

The Landlord is granted leave to reapply for monetary relief at a later date.

The Tenant's applications are dismissed, without leave to reapply.

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: September 19, 2017

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Residential Tenancy Branch