



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      AAT AS CNR DRI LRE MNDCT

### Introduction

This hearing dealt with two applications submitted by the tenant's pursuant to the *Residential Tenancy Act* ("Act") for:

- a cancellation of the landlord's 10 Day Notice to End Tenancy for unpaid rent pursuant to section 46 of the *Act*;
- an Order allowing the tenant access to the unit pursuant to section 70 of the *Act*;
- an Order allowing the tenant to sublet the unit because the landlord's permission has unreasonably be withheld pursuant to section 65 of the *Act*;
- dispute of an additional rent increase pursuant to section 43 of the *Act*;
- suspending or setting conditions on the landlord's right to enter the rental unit pursuant to section 70 of the *Act*; and
- a monetary award for loss under the *Act* and tenancy agreement pursuant to section 67 of the *Act*.

Both the landlord and the tenant appeared at the hearing. Both parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

### 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 or 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 entered into a mutual agreement that this tenancy will end on February 4, 2018 at 1:00 P.M., by which date the tenant and any other occupants will have vacated the rental unit.
2. The landlord withdrew the 10 Day Notice dated November 9, 2017.
3. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlord's 10 Day Notice, dated November 9, 2017.
4. The tenant agreed to withdraw his applications related to; a monetary award, disputing an additional rent increase, suspending the landlord's right to enter the rental unit, allowing him to sublet the unit and allowing him access to the rental unit.
5. The landlord shall continue to hold the security deposit until it is dealt with in accordance with the *Act*.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

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

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 P.M. on February 4, 2018. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. 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.

The landlord withdrew his 10 Day Notice. The landlord's 10 Day Notice dated November 9, 2017, is cancelled and is of no force or effect.

The tenant withdrew all aspects related to both of his claims heard today.

Both parties agreed that this tenancy shall end by way of Mutual Agreement.

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: February 1, 2018

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Residential Tenancy Branch