



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, MNDCT, OLC, FFT, LRE

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; for a monetary Order for money owed or compensation for damage or loss; for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement; for an Order suspending or setting conditions on the Landlord's right to enter the rental unit, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that the Application for Dispute Resolution and Notice of Hearing were sent to the Landlord, via registered mail, on March 16, 2018. The Landlord acknowledged receipt of these documents, although she is not certain of the date they were received.

The Tenant submitted 42 pages of evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord, via registered mail, on March 16, 2018. The Landlord acknowledged receiving this evidence on April 08, 2018 and it was accepted as evidence for these proceedings.

The Landlord submitted 96 pages of evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was served to the Tenant, via registered mail, on April 19, 2018. The Tenant acknowledged receiving this evidence, although she cannot recall the date it was received, and it was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the Act be set aside?

Is there a need to issue an Order suspending or setting conditions on the Landlord's right to enter the rental unit or an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement?

Is the Tenant entitled to a monetary Order?

Background and Evidence

After significant discussion regarding the terms of this tenancy and issues that have arrived since the start of this tenancy, the Landlord and the Tenant mutually agreed to settle the issues in dispute at these proceedings under the following terms:

- the tenancy will end, by mutual consent, on June 30, 2018;
- the Landlord will pay the Tenant \$2,000.00, via e-transfer, by May 15, 2018;
- the Tenant will pay rent for May and June of 2018; and
- the security deposit will be dealt with at the end of the tenancy in accordance with the applicable legislation.

This agreement was summarized for the parties on at least three occasions the Landlord and the Tenant both agreed to resolve this dispute under these terms.

The Landlord and the Tenants were informed that they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

I find that the issues in dispute at these proceedings have been resolved in accordance with the terms in the aforementioned settlement agreement.

Conclusion

The issues in dispute at these proceedings have been resolved in accordance with the terms on the aforementioned settlement agreement.

On the basis of the settlement agreement I grant the Landlord an Order of Possession that is effective on June 30, 2018. This Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that Court if the unit is not vacated by June 30, 2018.

On the basis of the settlement agreement I grant the Tenant a monetary Order for \$2,000.00. In the event that the Landlord does not pay \$2,000.00 to the Tenant by May 15, 2018, this Order may be served on the Landlord, filed with the Province of British Columbia Small Claims Court, and enforced as an Order of that Court.

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 30, 2018

Residential Tenancy Branch