



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, LRE

Introduction

Introduction

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

- cancellation of a One Month Notice to End Tenancy for Cause (the "One Month Notice") under Section 47(4) of the *Act*;
- an Order requiring the landlords to comply with the *Act*, regulation, and tenancy agreement pursuant to Section 62(3);
- an Order suspending or restricting the landlord's right to enter pursuant to Section 70 of the *Act*; and
- reimbursement of the filing fee pursuant to Section 72.

The tenant and the landlords attended. Each party acknowledged receiving the documents of the other party. I find the landlords were served with the Notice of Hearing and evidentiary materials pursuant to Section 89 of the *Act*.

No witnesses were called. Both parties were given a full opportunity to be heard, present affirmed testimony, make submissions, and call witnesses.

Issues to be Decided

Is the tenant entitled to the following:

- cancellation of the "One Month Notice" under Section 47(4) of the *Act*;

- an Order requiring the landlords to comply with the Act, regulation, and tenancy agreement pursuant to Section 62(3);
- an Order suspending or restricting the landlord's right to enter pursuant to Section 70 of the Act; and
- reimbursement of the filing fee pursuant to Section 72.

Analysis

Pursuant to Section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so 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 now:

1. The tenancy will continue in accordance with the tenancy agreement until October 31, 2018 or until it terminates in accordance with paragraph 2 or 3;
2. On or before October 31, 2018, the tenant will vacate the premises;
3. If the tenant vacates the premises before October 31, 2018, she will provide the landlords with one calendar month's notice in writing;
4. The tenant may install a lock on the door shared with the landlords to be removed by the tenant when she vacates the premises;
5. The tenant agrees the landlords may access the patio area included in the tenancy once each Saturday for lawn maintenance without requesting permission;
6. Otherwise, the landlords confirm the tenant shall enjoy peaceful, uninterrupted and quiet possession of the patio area included in the tenancy and they will not enter the patio area except upon receiving express permission from the tenant to do so;
7. The landlords undertake to be cautious and respectful of the tenant's belongings when exercising access to the tenant's patio; and
8. This settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing.

Both parties testified at the hearing they understood the above terms and agreed to them free of any duress or coercion. Both parties stated they understood and agreed

the terms settled all aspects of this dispute and are legal, final, binding, and enforceable.

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: July 03, 2018

Residential Tenancy Branch