



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL, MNDCT, OLC, RP, LRE, FFT

### Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated August 20, 2018 ("2 Month Notice"), pursuant to section 49;
- a monetary order for compensation for damage or loss under the *Act, Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act, Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to make repairs to the rental unit, pursuant to section 33;
- an order to restrict the landlord's right to enter the rental unit, pursuant to section 70; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord and her agent and the tenant and his agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that her agent had permission to speak on her behalf and the tenant confirmed that his agent had permission to speak on his behalf. The landlord intended to call two witnesses at this hearing, who were excluded from the outset, and their testimony was not required as the parties settled this application. This hearing lasted approximately 64 minutes.

The landlord was in receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

### Settlement Terms

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 and orders. 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 agreed that this tenancy will end by 1:00 p.m. on April 30, 2019, by which time the tenant and any other occupants will have vacated the rental unit;
  - a. Both parties agreed that the tenant is permitted to vacate the rental unit earlier than 1:00 p.m. on April 30, 2019, provided that he first gives at least one day's written notice to the landlord by way of posting a letter to the landlord's door and emailing a copy to the landlord and her agent;
  - b. The landlord agreed to notify the tenant if she changes her agent from the agent that appeared at this hearing;
  - c. The landlord agreed to prorate the tenant's rent according to when he vacates the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice, dated August 20, 2018;
3. The landlord agreed that the tenant is entitled to one month's free rent compensation pursuant to section 51 of the *Act* and the landlord's 2 Month Notice on the following term:
  - a. The tenant is not required to pay any rent to the landlord from November 1 to 30, 2018;
4. The tenant agreed that this settlement settles his claim for \$5,000.00 for a loss of quiet enjoyment to date, up to October 18, 2018;
5. Both parties agreed to abide by section 29 of the *Act*, regarding the landlord's right to enter the rental unit and the tenant providing access to the unit, for the remainder of this tenancy;
6. The tenant agreed to open the windows and blinds during the day at his rental unit, due to moisture and mold issues, and the landlord agreed that the tenant, at his own cost, can put sheer curtains up at the windows for the remainder of this tenancy;

7. Both parties agreed to maintain quiet hours at the rental property between 7:00 p.m. and 9:00 a.m. for the remainder of this tenancy, with tolerance for some light not heavy work to be done and some movement;
8. Both parties agreed that the landlord, not the tenant, will clean the gutters at the rental property for the remainder of this tenancy, and the tenant will text or email the landlord with his preferred dates and times for when she can clean;
9. The tenant agreed to mow the lawn at the rental property and the landlord agreed to provide the tenant with access to the lawnmower which is currently outside at the rental property;
10. The tenant agreed to drive slowly in the driveway at the rental property and to be mindful of children in the area;
11. Both parties agreed to communicate in a calm and respectful manner for the remainder of this tenancy;
12. The tenant agreed to bear cost of the \$100.00 filing fee paid for this application;
13. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

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

The landlord's agent and the tenant's agent both affirmed under oath that they had permission to make this agreement on behalf of the landlord and the tenant.

### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on April 30, 2019. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on April 30, 2019. 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.

I order that the tenant is not required to pay any rent to the landlord for November 2018.

The tenant must bear the cost of the \$100.00 filing fee paid for this application.

I order both parties to comply with all of the above settlement terms.

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: October 18, 2018

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Residential Tenancy Branch