



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, OLC, LRE, LAT

### Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated October 19, 2018 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62;
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70; and
- authorization to change the locks to the rental unit, pursuant to section 70.

"Tenant ST" did not attend this hearing, which lasted approximately 18 minutes. The landlord and tenant JZ ("tenant") 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 tenant confirmed that she had permission to represent tenant ST at this hearing. The landlord's wife attended the hearing but did not testify.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application and both tenants were duly served with the landlord's written evidence package.

The tenants were in receipt of the landlord's 1 Month Notice. The notice has an effective move-out date of November 30, 2018. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlord's 1 Month Notice.

### 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 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 this tenancy will end by 1:00 p.m. on December 15, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed that his 1 Month Notice, dated October 19, 2018, was cancelled and of no force or effect;
3. The tenants agreed to pay full rent of \$1,300.00 to the landlord by November 30, 2018 by e-transfer, which the landlord agreed to accept for rent from December 1 to 31, 2018;
4. The tenants' security deposit of \$650.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
5. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

### 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(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on December 15, 2018. The tenant(s) must be served with this Order in the event that the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on December 15, 2018. Should the tenant(s) 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's 1 Month Notice, dated October 19, 2018, is cancelled and of no force or effect.

I notified the landlord that as December 2018 rent was a future amount not yet due at the time of this hearing on November 30, 2018, I could not issue a monetary order to him. I informed him that he could file an application for dispute resolution in order to obtain a monetary order if it was unpaid in the future.

The tenants' security deposit of \$650.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

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: December 03, 2018

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Residential Tenancy Branch