



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, CNR, OLC, LRE, ERP, and FFT

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied:

- to cancel a Notice to End Tenancy for Cause;
- to cancel a Notice to End Tenancy for Unpaid Rent;
- for an Order requiring the Landlord to make repairs to the rental unit;
- for an Order setting conditions on the Landlord's right to enter the rental unit;
- for an Order requiring the Landlord to comply with the *Residential Tenancy Act* (Act) or the tenancy agreement;
- and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on December 10, 2018 he forwarded the email he received from the Residential Tenancy Branch to the Landlord. The Landlord acknowledged receipt of this email. She stated that she was able to open the documents that were attached to that email and, as such, she received the Application for Dispute Resolution and the Notice of this hearing. On the basis of the Landlord's testimony that she received these documents I find that those documents have been sufficiently served to the Landlord, pursuant to section 71(2)(c) of the *Act*.

As the Landlord did not receive these documents until a few days prior to the hearing she was given the opportunity to request an adjournment to provide her with more time to respond to the Tenants' Application for Dispute Resolution. The Landlord declined the opportunity for an adjournment and indicated that she was prepared to proceed with the hearing.

The Landlord stated that she was aware of these proceedings as she had contacted the Residential Tenancy Branch regarding this tenancy and had been informed that this hearing had been scheduled. On the basis of that information she submitted evidence

to the Residential Tenancy Branch on November 30, 2018, December 01, 2018, December 03, 2018, and December 05, 2018. She stated that this evidence was served to the Tenant, via registered mail, on December 05, 2018. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

In November of 2018 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was not served to the Landlord. As it was not served to the Landlord it was not accepted as evidence for these proceedings.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause be set aside?

Should the Notice to End Tenancy for Unpaid Rent be set aside?

Is there a need for an Order requiring the Landlord to make repairs to the rental unit?

Is there a need for an Order setting conditions on the Landlord's right to enter the rental unit?

Is there a need for an Order requiring the Landlord to comply with the *Act* or the tenancy agreement?

Background and Evidence

After considerable discussion the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the tenancy will end, by mutual agreement, on December 31, 2018;
- the Landlord will receive an Order of Possession, effective December 31, 2018;
- the Landlord will retain the Tenant's security deposit and pet damage deposit in compensation for rent for December of 2018; and
- the Landlord retains the right to file an Application for Dispute Resolution if the rental unit is not left undamaged and reasonably clean at the end of the tenancy.

This agreement was summarized for the parties on at least two occasions. The Landlord and the Tenant clearly indicated that they agreed to resolve this dispute under these terms.

The Landlord and the Tenant both acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

All issues in dispute at these proceedings were settled, by mutual agreement, in accordance with the aforementioned terms.

Conclusion

All issues in dispute at these proceedings were settled, by mutual agreement, in accordance with the aforementioned terms.

On the basis of the settlement agreement the Landlord is granted an Order of Possession that is effective on **December 31, 2018**. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, 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: December 14, 2018

Residential Tenancy Branch