



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC, DRI, OLC, LRE, LAT, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. The tenant also applied to dispute a rent increase, to restrict the landlord's right to enter the rental unit, for authorization to change the locks, for an order directing the landlord to comply with the *Act* and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves. The landlord's legal counsel also attended the hearing.

As both parties were in attendance I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy? Is the tenant entitled to the remedies she has applied for?

### **Background and Evidence**

The tenancy began in 2015. The current landlord purchased the rental property in October 2018. The parties agreed that the monthly rent is \$1,220.00 due on the first of each month. On November 26, 2018, the landlord served the tenant with a notice to end tenancy for cause with an effective date of December 31, 2018. The tenant disputed the notice in a timely manner.

The reasons for the notice were discussed at length. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 or an order. During this hearing, the parties reached an agreement to settle their dispute under the following terms.

- The tenant agreed to move out by 1:00 pm on May 31, 2019. The landlord agreed to extend the tenancy up to 1:00 pm on May 31, 2019.
- The tenant agreed to pay outstanding rent in the amount of \$3,080.00 by January 15, 2019. The tenant agreed to pay full rent until the last day of tenancy.
- The landlord agreed to provide at least 24 hours' notice by email prior to visiting the property. The tenant agreed to allow the landlord access to the rental property upon providing sufficient notice.
- The parties agreed to exercise any additional goodwill and spirit of cooperation necessary regarding the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship. Both parties acknowledged that they understood and agreed with the above terms of their agreement.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

### **Conclusion**

The tenant and the landlord have reached a settled agreement, as recorded above.

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: January 07, 2019

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Residential Tenancy Branch