



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, LRE, LAT, SS, FFT

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 December 18, 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;
- authorization to change the locks to the rental unit, pursuant to section 70;
- an order to be allowed to serve documents in a different way than required by the Act, pursuant to section 71; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord, the two tenants and the tenants' lawyer 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 tenants confirmed that their lawyer had permission to speak on their behalf at this hearing. This hearing lasted approximately 64 minutes.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package and the tenants 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.

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 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 at this time:

1. Both parties agreed that this tenancy will continue on a month-to-month basis under the terms of the original written tenancy agreement with the former landlord, until it is ended in accordance with the *Act*;
2. The tenants agreed to pay the landlord \$2,300.00 in rent per month starting on April 1, 2019, for the remainder of this tenancy until the rent is legally changed in accordance with the *Act*;
3. The landlord agreed that his 1 Month Notice, dated December 18, 2018, was cancelled and of no force or effect;
4. Both parties agreed to abide by section 29 of the *Act*, which requires the landlord to provide at least 24 hours' written notice prior to entering the tenants' rental unit and for the tenants to provide access to the rental unit to the landlord once proper notice is given by the landlord, whether or not the tenants will be present but they are entitled to be present if they choose to do so;
5. Both parties agreed that the tenants are not the owners or landlords of this rental unit and that the landlord named in this application is the only owner and landlord for this rental unit;
6. The landlord agreed that the tenants are entitled to serve the landlord with any tenancy-related and Residential Tenancy Branch ("RTB") related documents by way of email at the email address confirmed by the landlord during the hearing, which is contained on the front page of this decision;
 - a. Any documents sent by the tenants to the landlord by email will be deemed received by the landlord on the third day after the email is sent;
 - b. The tenants can provide proof of service by way of a copy of their sent email to the landlord;
7. Both parties agreed that they are entitled to enforce their legal rights under the *Act*, including the tenants' right to quiet enjoyment of the rental unit and the landlord's right to end this tenancy in accordance with the *Act*;

8. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties 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 and binding and enforceable, which settle all aspects of this dispute.

The application filing fee is a discretionary award issued by an Arbitrator after a party is successful after a full hearing on the merits. Since I was not required to make a decision and the parties agreed to settle this matter, I decline to award the \$100.00 application filing fee to the tenants.

Conclusion

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

The landlord's 1 Month Notice, dated December 18, 2018, is cancelled and of no force or effect.

As per section 71 of the *Act*, I order that the tenants serve any tenancy-related and RTB-related correspondence to the landlord's email address on the front page of this decision. Any such documents will be deemed received by the landlord on the third day after the email is sent. The tenants may provide proof of service by way of a copy of the sent email.

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: February 04, 2019

Residential Tenancy Branch