



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC FFT LAT LRE MNDCT OLC

Introduction

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

- An order that the landlord's 1 Month Notice to End Tenancy for Cause be cancelled pursuant to section 47;
- An order that the locks to the rental unit be changed pursuant to section 31;
- An order to suspend or restrict the landlord's right to enter the rental unit pursuant to section 70;
- An order that the landlord comply with the Act, Regulations and/ or the Tenancy Agreement pursuant to section 62;
- An monetary order for damages or compensation pursuant to section 67; and
- Authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Preliminary Issue

At the commencement of the hearing, the tenant advised that he wanted to withdraw all the matters at issue in the application with the exception of his application for a monetary order for damages or compensation pursuant to section 67. I asked the landlords if they were opposed to the withdrawal and they were not. In accordance with Rule 6.2 of the Residential Tenancy Branch Rules of Procedure, I allowed the tenant to withdraw the matters at issue with the exception of the application for a monetary order for damages or compensation pursuant to section 67. That portion of the tenant's application is dismissed with leave to reapply.

Settlement

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 or 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:

- This tenancy will end at 1 o'clock in the afternoon on April 1, 2019, by which time the tenant and any other occupants will have vacated the rental unit.
- Both parties agree that this tenancy ends by way of this agreement and the 1 month notice is cancelled and of no further force or effect.
- The tenant will allow landlords to enter the rental unit to inspect and clean for mold on 24 hours notice from the landlord.
- The rights and obligations of the parties under the *Act* continue until the tenancy ends in accordance with this agreement.
- This settlement comprises a full and final settlement of the tenant's application

Both parties testified that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord only if the tenant fails to vacate the rental unit by 1 o'clock on April 1, 2019. The landlord is provided with this Order in the above terms and the tenant must be served with this Order immediately and enforce it as early as 1:01 pm on April 1, 2019 should the landlord choose to do so. 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.

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 25, 2019

Residential Tenancy Branch