



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASSOCIA BRITISH COLUMBIA,
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, CNC, OLC, LRE, LAT, AS, FFT

Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated February 4, 2019 ("10 Day Notice"), pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated January 31, 2019 ("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 allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld, pursuant to section 65; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent ("landlord"), the tenant and the tenant's English Language translator ("tenant's agent") 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 landlord confirmed that she was the property manager and she had permission to represent the landlord company named in this application. The tenant confirmed that his agent had permission to assist him with translation at this hearing. This hearing lasted approximately 35 minutes.

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

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 May 31, 2019, by which time the tenant and any other occupants will have vacated the rental unit;
 - a. The landlord agreed that the tenant is permitted to vacate the rental unit earlier than 1:00 p.m. on May 31, 2019, if the tenant provides 10 days' written notice to the landlord's rental office;
2. The tenant agreed that only he and one other occupant will be residing in the rental unit for the remainder of this tenancy;
3. The tenant agreed that he will not give the building or rental unit keys to any of his guests and that the tenant will accompany any guests in and out of the rental building so that they do not sleep in the common areas of the rental building;
4. The landlord agreed that the landlord's 10 Day Notice, dated February 4, 2019, and 1 Month Notice, dated January 31, 2019, are cancelled and of no force or effect;
5. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. 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 and any other occupants fail to vacate the rental premises by 1:00 p.m. on May 31, 2019. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on May 31, 2019. 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.

The landlord's 10 Day Notice, dated February 4, 2019, and 1 Month Notice, dated January 31, 2019, are cancelled and of no force or effect.

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

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: March 21, 2019

Residential Tenancy Branch