



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, MNDC, OLC, MNSD, FF

Introduction:

The Application for Dispute Resolution filed by the Tenant(s) seeks the following:

- a. An order to cancel the one month Notice to End Tenancy dated June 19, 2019
- b. An order to suspend or set conditions on the landlord's right to enter the rental unit or site.
- c. An order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- d. A repair order
- e. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one month Notice to End Tenancy was personally served on the Tenant on June 20, 2018. Further I find that the Application for Dispute Resolution/Notice of Hearing was filed by the Tenant was served on the landlord by mailing, by registered mail to where the landlord resides. The landlord acknowledged receipt of the Application for Dispute Resolution. on June , 2019. With respect to each of the applicant's claims I find as follows:

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenants are entitled to an order cancelling the one may Notice to End Tenancy dated June 19, 2019?

- b. Whether the tenants are entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit or site
- c. Whether the tenants are entitled to an order that the landlord comply with the Act, Regulations and/or tenancy agreements?
- d. Whether the tenants are entitled to a repair order?
- e. Whether the tenants are entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on November 1, 2018. The tenancy agreement provided that the tenant(s) would pay rent of \$1200 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$600 on October 11, 2018

The parties have met and have resolved many of their difficulties. The tenants stated they are expecting a transfer in the near future.

Settlement:

Rather than proceeding with the litigation the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agree to end the tenancy on December 31, 2019.
- b. The parties request that the arbitrator issue an Order of Possession for that date.
- c. The tenants shall give the landlord one clear month notice as provided in the Residential Tenancy Act if they vacate prior to December 31, 2019.

Order for Possession:

As a result of the settlement I granted an Order of Possession effective December 31, 2019. The parties stated they are dealing with the other issues raised in the Application and that it was not necessary to consider them.. As a result I dismissed the other claims with leave to re-apply.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

This decision is final and binding on the parties.

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: August 15, 2019

Residential Tenancy Branch