



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, RP, PSF, RR, FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause dated July 16, 2019 ("1 Month Notice"), for an order directing the landlord to comply with the Act, regulation or tenancy agreement, for repairs to the unit, site or property, for an order directing the landlord to provide services or facilities agreed to but not provided, for a rent reduction in the amount of \$1,450.00, and to recover the cost of the filing fee.

The tenant, the landlord and a support person for the landlord AP ("support person") attended the teleconference hearing. The tenant and landlord ("parties") gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me. The parties were also provided several opportunities to ask questions during the hearing.

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matters

Rule 2.3 of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules") authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the application, the most urgent of which is the application to cancel the 1 Month Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to cancel the 1 Month Notice and the tenant's application to recover the cost of the filing fee at this proceeding. The balance of the tenant's application is dismissed, with leave to re-apply.

In addition to the above, the parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties and that the order of possession would be sent by email to the landlord for service on the tenant.

Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The parties agree that the tenancy will end by mutual agreement on **September 30, 2019 at 5:00 p.m.**
2. The landlord is granted an order of possession effective **September 30, 2019 at 5:00 p.m.**, which must be served on the tenant.
3. The tenant withdraws their application in full as part of this mutually settled agreement.
4. The parties agree to meet at the rental unit at 5:00 p.m. on September 30, 2019 for the purposes of participating in and completing a move-out condition inspection report.
5. The parties agree that the landlord will only access the rental unit in accordance with section 29 of the *Act*.

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties confirmed their understanding and agreement that this mutually settled agreement was made on a voluntary basis and that the parties understood the final and binding nature of their settlement agreement and that it was enforceable.

As this matter was resolved by way of a mutually settled agreement, I decline to grant the filing fee under the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above as per section 63 of the *Act*.

The tenancy shall end on September 30, 2019 at 5:00 p.m. The landlord has been granted an order of possession, which will be served on the tenant as noted above.

Should the tenant failed to vacate the rental unit, the order of possession may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The decision will be emailed to both parties.

The order of possession will be emailed to the landlord for service on the tenant.

The filing fee is not granted as noted above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 28, 2019

Residential Tenancy Branch