



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AAT, CNC, FFT, LAT, LRE, OLC, RP

Introduction

On July 5, 2019, the Tenants made an Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”), seeking an Order for the Landlord to comply pursuant to Section 62 of the *Act*, seeking a repair Order pursuant to Section 32 of the *Act*, seeking to set conditions on the Landlord’s right to enter pursuant to Section 70 of the *Act*, seeking authorization to change the locks pursuant to Section 31 of the *Act*, seeking access of the rental unit pursuant to Section 30 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

This Application was set down for a hearing on July 12, 2019 and the hearing was subsequently adjourned to be heard on September 30, 2019 as there was not enough time to complete the hearing initially.

Both the Tenants attended the adjourned hearing. The Landlord attended the hearing with J.F. As well, he had A.K. attend the adjourned hearing as an agent for the Landlord. All in attendance provided a solemn affirmation.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord, I must consider if the Landlord is entitled to an Order of Possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that that complies with the *Act*.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Are the Tenants entitled to have the Notice cancelled?
- If the Tenants are unsuccessful in cancelling the Notice, is the Landlord entitled to an Order of Possession?
- Are the Tenants entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on December 21, 2018 and that rent was established at \$1,900.00 per month, due on the first day of each month. A security deposit of \$950.00 and a pet damage deposit of \$475.00 were paid.

Settlement Agreement

The possibility of a settlement was raised, pursuant to Section 63(1) of the *Act*, which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenants agreed as follows:

1. The One Month Notice to End Tenancy for Cause of July 3, 2019 is cancelled and of no force or effect.
2. The Tenants will give up vacant possession of the rental unit by **11:59 PM on September 30, 2019 after service of this Order** on the Tenants.
3. The parties agreed to meet on October 1, 2019 at 9:00 AM to conduct a move-out inspection report.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a

voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters with respect to possession of the rental unit. The parties are still allowed to pursue other claims under the *Act* with respect to this tenancy. As a note, as the parties agreed on a settlement to end the tenancy, neither party can claim against the other party for loss of rent.

Conclusion

I have recorded the terms of settlement in this decision and in recognition of the settlement agreement, based on the above, I hereby order that the One Month Notice to End Tenancy for Cause of July 3, 2019 to be cancelled and of no force or effect.

In addition, in support of the settlement described above and with agreement of both parties, the Landlord is granted an Order of Possession effective at **11:59 PM on September 30, 2019 after service of this Order** on the Tenants. This Order must be served on the Tenants. If the Tenants fail to comply with this Order, the Landlord may file the Order with the Supreme Court of British Columbia and be enforced as an Order of that Court.

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: September 30, 2019

Residential Tenancy Branch