



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for the following:

- to cancel a One Month Notice to End Tenancy for Cause dated October 2, 2019 ("One Month Notice");
- to cancel a 10 Day Notice to End the Tenancy for Unpaid Rent dated October 2, 2019 ("10 Day Notice");
- for an order to allow access to the Tenant or their guests access to the residential property;
- for an order to allow an assignment or sublet when permission has been unreasonably denied;
- for authorization to change the locks;
- for an order restricting or suspending the Landlord's right to enter; and
- for recovery of the \$100.00 Application filing fee.

The Tenant and an agent for the Tenant, S.M. (the "Agent"), and the Landlord, A.M., and an advocate for the Landlord, S.A. ("Advocate"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing. However, the Landlords did not submit all of their evidence to the RTB, therefore, it is not before me for consideration.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Rule 2.3 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 are the Applications related to the ongoing tenancy: to set aside One Month Notice and the 10 Day Notice. I find that not all the claims on the Application are sufficiently related to be determined during this proceeding. I, therefore, advised the Parties that I would only consider the Tenant's request to set aside the One Month and 10 Day Notices and the recovery of the filing fee at this proceeding. Therefore, the Tenant's other claims are dismissed.

The Parties agreed that the Tenant paid his rent within five days of receiving the 10 Day Notice, so that Notice was cancelled by the Landlord.

Settlement Agreement

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

1. The Parties agree to mutually withdraw the One Month Notice dated October 2, 2019.
2. Both the Parties withdraw their Applications in full as part of this mutually agreed settlement, including the Landlord's Application scheduled for hearing on December 13, 2019.
3. The Tenant agrees to pay his rent on time for the duration of the tenancy, which means having the rent money to the Landlords on the first day of each month.
4. The Tenant agrees not to damage the Landlords' residential property or the personal property in the rental unit.
5. The Parties agree that if the Tenant is late paying his rent at any time before the end of the tenancy, the Landlords may serve the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent, and seek to end the tenancy earlier than the date set out in this Agreement.
6. The Parties agree that unless ended pursuant to clause 7, the tenancy will end on February 29, 2019 at 1:00 p.m. when the Tenant moves out.
7. The Parties agree that this tenancy will end on the terms set out in this Settlement Agreement **on the condition** that the Tenant adheres to paying the Landlord the rent on the first day of each month, and not damaging any of the Landlords' possessions or the residential property.
8. The Parties agree that they entered into this agreement completely voluntarily.

9. The Landlord is granted an Order of Possession effective February 29 at 1:00 p.m. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court, if necessary.

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.

As the Parties have mutually settled their issues, I decline to award the Tenant with recovery of the \$100.00 Application filing fee.

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement and based on the above, I hereby order that the One Month Notice to End Tenancy for Cause dated October 2, 2019, is cancelled and is of no force or effect.

In addition, in support of the Settlement described above, and with agreement of both Parties, I grant the Landlord an **Order of Possession**, to serve and enforce upon the Tenant, if necessary, **effective February 29, 2019 at 1:00 p.m.**

I Order the Parties to comply with their Settlement Agreement described 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: November 15, 2019

Residential Tenancy Branch