



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, CNC. FF

Preliminary matter

This situation involved the sale of the rental property between the time the Tenant made the application and the hearing date. As a result both the previous owner/landlord and the new owner/landlord were represented at the hearing. There was discussion of how to technically proceed, but the Tenant, previous owner and the new owner all agreed to resolve this matter by a settlement agreement. The hearing continued on that basis.

Introduction

This matter dealt with an application by the Tenant to cancel a One Month Notice to End Tenancy for Cause, for the Landlord to comply with the Act, regulations and tenancy agreement and to recover the filing fee.

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The Landlords and the Tenant agreed to continue the tenancy under the following condition.
2. A new month to month tenancy regarding the 2 top floors of the rental unit will be entered into by the Tenant and the new owner of the property within 30 days of receiving this settlement agreement. The rent will remain at \$2,000.00 per month payable on the first day of each month. A security deposit of \$1,000.00 and a pet deposit of \$1,000.00 will be paid within 15 days of receiving this

settlement agreement. Further the new tenancy agreement will list all occupants that will be in the rental unit.

3. The Tenant agreed all guns and ammunition will be removed from the rental property immediately.
4. The Tenant agreed that all bars on the basement door will be removed by December 31, 2019
5. The Landlord/new owner committed to continuing the tenancy until April 2020 at which time the Landlord/new owner and the Tenant will review the situation and the tenancy.
6. The Landlord/new owner agreed the Tenant will retain 5 parking spaces on the rental property.
7. The Landlord/new owner and Tenant agreed that each one will have the use of one of the two storage sheds on the property.
8. The Tenant agreed to give peaceful vacant possession of the one bedroom suite in the rental unit and the full basement in the rental unit to the Landlord/new owner by December 31, 2019.
9. The Landlord/new owner agreed to work out an access agreement with the Tenant for the basement by December 31, 2019.
10. The Landlord/new owner indicated he does not want to disturb the children that are living in the rental unit and he will try to accommodate them.
11. The Landlord/new owner and the Tenant agreed that a property condition inspection report will be completed at the start of the new tenancy.
12. The Landlord/new owner and Tenant agreed an arrangement on the hydro services and billing will be agreed to by December 31, 2019.
13. The Parties agreed to work together on any out standing issues.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlords and the Tenant agreed to the above arrangement.

As no further action is required on this file, the file is closed.

Conclusion

The Parties agreed to continue the tenancy based on the above settlement agreement.

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: December 02, 2019

Residential Tenancy Branch