



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC FF / CNC OLC LRE

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

Landlord:

- an order of possession for cause pursuant to section 55;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Tenant:

- cancellation of the landlord’s One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to change the locks and/or to suspend or set conditions on the landlord’s right to enter the rental unit pursuant to section 70;

All named parties attended the hearing.

Preliminary Issue – Scope of Application

Residential Tenancy Branch Rules of Procedure, Rule 2.3 states that, if, in the course of the dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

Aside from the tenant’s application to cancel the Notice to End Tenancy, I am exercising my discretion to dismiss the remainder of the issues identified in the tenants’ application

with leave to reapply as these matters are not related. Leave to reapply is not an extension of any applicable time limit.

Settlement of dispute relating to One Month Notice

Pursuant to section 63 of the Act, an arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. The parties expressed an interest and were successful in resolving the dispute relating to the Notice to End Tenancy by mutual agreement under the following final and binding terms:

1. The tenant and landlord mutually agree **that this tenancy will end no later than 1:00 p.m. on August 31, 2020**, and, the landlord will be granted an **Order of Possession**.
2. The landlord agrees to not enforce the attached Order of Possession until August 31, 2020 on the following conditions:
 - i. The tenant pays the rent arrears of \$1025.00 for May 2020 rent on or before May 5, 2020.
 - ii. The tenant pays all future rent and utilities in full and on time as per the tenancy agreement.

If the tenant fails to comply with any of the above conditions, the landlord may enforce the attached order of possession effective **two days after service of the Order** on the tenant.

3. The tenant further agrees not interfere with or unreasonably disturb the other occupants of the rental property.
4. The landlord and tenant agree the tenant will remove all but one security camera from the rental property. The tenant agrees the one camera will be for the sole purpose of providing security for the tenant's vehicle and will only be used to monitor the tenants parked vehicle. The tenant agrees this camera will not be situated at a height of more than 3 feet off the ground. The landlord and tenant agreed to set up a meeting in regard to the placement of the camera to ensure it conforms with the above criteria.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of the dispute relating to the Notice to End Tenancy.

This Decision and Settlement Agreement is final and binding on both parties.

Conclusion

Subject to the conditions stipulated in #2 above, I grant an Order of Possession to the landlord effective **two days after service of the Order** on the tenant. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: May 04, 2020

Residential Tenancy Branch