



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Barlow Holdings Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MT, LRE, OLC, RP, LAT, RR, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, to cancel a notice to end tenancy for cause and for additional time to do so. The tenant also applied for a rent reduction, to suspend the landlord's right to enter the rental unit, permission to change locks, for an order directing the landlord to comply with the *Act*, carry out repairs and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and agreed that she had not served the landlord with her evidence package. Accordingly, the tenant's evidence was not used in the making of this decision. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply. In this regard I find the tenant has applied for an order for the landlord to comply with the *Act* and for an order for the landlord to make repairs. The tenant has also applied for various other remedies. As these sections of the tenant's application are unrelated to the main section, which is to cancel the one-month notice, I dismiss these sections of the tenants claim with leave to reapply.

Accordingly, this hearing only dealt with the tenant's application to set aside the notice to end tenancy and for more time to do so.

Issues to be decided

Has the landlord validly issued the notice to end tenancy? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The background facts are generally undisputed. The parties agreed that the tenancy started on August 27, 2019 and that the current monthly rent is \$875.00. On June 25, 2020, the landlord served the tenant with a one-month notice to end tenancy for cause. The tenant disputed the notice but failed to do so in a timely manner. The reasons for the notice were discussed.

During the hearing, both parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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.

During this hearing, the parties reached an agreement to settle their dispute under the following terms.

1. The tenant agreed to move out by 1:00 pm on December 31, 2020.
2. The landlord agreed to extend the tenancy up to 1:00 pm on December 31, 2020. An order of possession will be issued in favour of the landlord, effective this date.
3. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.
4. Both parties acknowledged that this agreement is final and binding and stated that they understood and agreed with the above terms of their agreement.

Pursuant to the above agreement, I grant the landlord an order of possession under section 55 of the *Residential Tenancy Act* effective by 1:00 pm on December 31, 2020. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

During the hearing, I found that the landlord's reasons for the notice to end tenancy and the documents filed into evidence, did not justify bringing this tenancy to an end. Therefore, I find that the landlord could have issued warning letters instead of serving the tenant with a notice to end tenancy. Based on this finding, I award the tenant the recovery of the filing fee. The tenant may make a one-time deduction of \$100.00 from a future rent.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

Conclusion

I grant the landlord an order of possession effective by **1:00pm on December 31, 2020**.

The tenant may make a one-time deduction of \$100.00 from a future rent.

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: August 13, 2020

Residential Tenancy Branch