



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LRE, LAT, OLC, FFT

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the *Act*), I was designated to hear an application regarding the above-noted tenancy. The tenant applied for:

- cancellation of the One Month Notice to End Tenancy for Cause (the Notice), pursuant to section 47 of the Act;
- an order to restrict or suspend the landlord's right of entry, pursuant to section 70 of the Act;
- an order of authorization for a lock change, pursuant to sections 31 and 70 of the Act;
- an order for the landlord to comply with the Act, the Residential Tenancy Regulation (the Regulation) and/or tenancy agreement, pursuant to section 62 of the Act; and
- an authorization to recover the filing fee for this application, pursuant to section 72 of the Act.

Both parties attended the hearing. The tenant was assisted by advocate JM. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

As both parties were present service was confirmed. The parties each confirmed receipt of the application and evidence (the materials). Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88 and 89 of the *Act*.

Settlement

Pursuant to section 63 of the Act, the 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. During the hearing

the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute regarding this application only.

Both parties agreed to the following final and binding settlement of all issues listed in this application for dispute resolution:

1. The tenant agrees to provide the landlord with vacant possession of the subject rental property by 1:00 P.M. on September 30, 2020.
2. As a compensation for ending the tenancy the tenant will not pay rent for August and September 2020. No further compensation will be owed.
3. The tenant's advocate JM will have unlimited access to the rental unit. JM will send a text message to the landlord one hour before entering the rental unit.
4. The parties agree to act peacefully and respectfully with each other and that there will be silence from 9:00 P.M. to 7:00 A.M.
5. The landlord will only enter the rental unit with written 24-hour notice, in accordance with section 29 of the Act.
6. The landlord will provide the tenant with receipts for all the rent cash payments by September 04, 2020. The receipts will be registered mailed to the address mentioned on the cover page of this decision.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, pursuant to section 63(2) of the Act, I issue an order of possession to the landlord, which is to take effect by 1:00 P.M. on September 30, 2020. The landlord is provided with this order in the above terms and must serve it on the tenant as soon as possible in accordance with the Act. If the tenant fails 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: August 25, 2020

Residential Tenancy Branch