



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EXCLUSIVE MANAGEMENT and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC LRE

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause (1 Month Notice), for an order to suspend or set conditions on the landlord's right to enter the rental unit, and to recover the cost of the filing fee.

The tenant and an agent for the landlord, LG (agent) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Neither party raised any concerns regarding the service of documentary evidence. I find the parties were sufficiently served as a result.

Preliminary and Procedural Matters

Firstly, the tenant named YM as a tenant, when in fact YM was an agent for the landlord, by consent of the parties, YM was removed as a tenant applicant pursuant to section 64(3)(c) of the Act.

Secondly, the parties confirmed their email addresses at the outset of the hearing. The parties were advised that the decision would be emailed to both parties.

Issues to be Decided

- Should the 1 Month Notice be cancelled?

- Should the landlord's right to enter the rental unit, site or property be changed under the Act?
- Is the tenant entitled to the recovery of the cost of the filing fee under the Act?

Settlement Agreement

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

1. The parties agree that the tenancy will end on **September 30, 2020 at 1:00 p.m.**
2. The landlord is granted an order of possession effective September 30, 2020 at 1:00 p.m.
3. The tenant withdraws their application in full as part of this mutually settled agreement.
4. The parties agree that the landlord will return the tenant's full security deposit \$457.50 without deductions no later than **October 15, 2020 by 5:00 p.m.**
5. The tenant surrenders their right to apply for monetary compensation under the Act if the landlord complies with #4 above **and** provides a letter of reference to the tenant indicating that rent was paid on time each month, proper notice was given to the end the tenancy, and that the rental unit was kept in good order.
6. The tenant is granted a monetary order in the amount of \$457.50 pursuant to section 67 of the Act, which will be of no force or effect if the landlord complies with #4 above and pays the tenant in full.
7. The parties agree that the privacy rights of both parties will be respected.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy 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.

Conclusion

I order the parties to comply with the terms of their settled agreement, pursuant to section 62 of the Act.

I use my discretion pursuant to section 72 of the Act and do not grant the filing fee as this matter was resolved by way of a mutually settled agreement at the hearing and not prior to the hearing.

The tenant has been granted a monetary order in the amount of \$457.50. Should the tenant require enforcement of this order, it must be first served on the landlord by the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The parties confirmed their understanding that they voluntarily formed their mutual agreement and that the agreement is final and binding under the Act.

This decision will be emailed to both parties. The monetary order will be emailed to the tenant for service on the landlord, if necessary. The order of possession will be emailed to the landlord for service on the tenant.

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: September 28, 2020

Residential Tenancy Branch