



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, RR, LRE, PSF, AAT, FFT

Introduction

On August 4, 2020, the Tenant submitted an Application for Dispute Resolution under the Residential Tenancy Act (“the Act”) seeking the following relief:

- to cancel a Two Month Notice to End Tenancy for Landlord Use of Property.
- for a rent reduction.
- for an order that the Landlord provide services and facilities required by law.
- to suspend or set conditions on the Landlords right to enter the rental unit.
- to allow access to or from the unit to the Tenant or Tenant guests.
- for the Landlord to comply with the Act, Regulation, or tenancy agreement.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained, and the participants were asked if they had any questions. The parties testified that they have received each other’s evidence. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

Preliminary and Procedural Matters

The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. For example, if a party has applied to cancel a notice to end tenancy, or is applying for an order of possession, an Arbitrator may decline to hear other claims that have been included in the application and the Arbitrator may dismiss such matters with or without leave to reapply.

I find that the most important issue to deal with during this proceeding is the notice to end tenancy, and whether the tenancy will continue. The hearing proceeded based on the Tenants request to cancel the Two Month Notice to End Tenancy for Landlord Use

of Property dated July 30, 2020. The Tenants other claims are dismissed with leave to reapply.

Issue to be Decided

- Is the tenancy ending or should the Two Month Notice to End Tenancy be cancelled?

Background and Evidence

The Landlord and Tenant both testified that the tenancy began approximately seven years ago and is on month to month basis. Rent in the amount of \$935.00 is to be paid to the Landlord by the first day of each month.

The Landlord and Tenant provided testimony relating to ongoing concerns and conflict between the parties. The Landlord wants to end the tenancy and occupy the rental unit and the Tenant stated she is no longer comfortable remaining in the rental unit.

Settlement Agreement

Towards the end of the hearing, the parties agreed to settle this dispute, on the following conditions:

1. The parties agreed that the tenancy will end on **October 15, 2020.**
2. The parties agreed that the Landlord is granted an order of possession effective **October 15, 2020, at 1:00 p.m.**
3. The parties agreed that the Tenant is not required to pay the rent owing under the tenancy agreement for the month of September 2020.
4. The parties agreed that the Tenant may move out of the rental unit early; however, if the Tenant remains in the unit for October 2020 the Tenant is required to pay half of the rent owing for October 2020.
5. The Landlord withdraws the Two Month Notice to End Tenancy for Cause dated July 30, 2020 as part of this mutually settled agreement.
6. The Tenant withdraws her application to cancel the Two Month Notice as part of this mutually settled agreement.
7. The Tenant waives her request to recover the \$100.00 filing fee.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord has been granted an order of possession effective October 15, 2020, at 1:00 p.m. For enforcement, this order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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 11, 2020

Residential Tenancy Branch