



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

CNC, MNDCT, OLC, LRE, LAT, FF, OPCL, FFL

### Dispute Codes

### Introduction

This hearing was convened in response to applications by the landlord and the tenants.

The landlord's application is seeking orders as follows:

1. For an Order of Possession; and
2. To recover the cost of filing the application.

The tenants' application is seeking orders as follows:

1. To cancel a One Month Notice to End Tenancy for Cause (the "Notice");
2. For a monetary order for monetary loss or other money owed;
3. To have the landlord comply with the Act;
4. To suspend order set conditions on the landlord's right to enter the rental unit; to
5. To be allowed to change the locks; and
6. To recover the cost of filing the application.

Both parties appeared.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenants indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenants request to set aside the Notice. The balance of the tenants' application is dismissed, with leave to reapply.

### Issues to be Decided

Should the Notice be cancelled?

Is the landlord entitled to an order of possession?

### Background and evidence

The tenancy began on August 1, 2018. Rent in the amount of \$1,947.00 was payable on the first of each month. A security deposit of \$950.00 was paid by the tenants.

### Settlement

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

- 1) The parties agreed to mutually end the tenancy on March 31, 2021;
- 2) The tenants agreed that for the balance of their tenancy they will not in anyway send any emails, or other communication to any third party that are negative regarding JS, the building manager. This includes JS employer or other occupants of the building;
- 3) The tenants agreed that they will not interfere with the landlord's right to access the rental unit, this includes JS the building manager, upon receiving 24hrs written notice. The tenants can consent to waiver the 24hrs notice;
- 4) The parties agreed that should the tenants find alternate accommodations earlier than March 31, 2021. That the tenants will immediately notify the landlord when they have found new accommodation and must give the landlord at least 14 days written notice.

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

### Conclusion

As a result of the above settlement, the landlord is granted an order of possession, should the tenants fail to vacate on the above agreed upon date.

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: November 16, 2020

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Residential Tenancy Branch