



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, MNDCT, AAT

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on September 30, 2020 (the "Application"). The Tenants applied as follows:

- To dispute a One Month Notice to End Tenancy for Cause dated September 29, 2020 (the "Notice");
- For an order that the Landlord comply with the Act, regulation and/or the tenancy agreement;
- For compensation for monetary loss or other money owed; and
- For an order that the Landlord allow access to the unit.

The Tenant appeared at the hearing and appeared for Tenant J.N. The Landlord appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Tenant agreed the main issue before me is the dispute of the Notice. The Tenant did not know the basis for the request for an order that the Landlord allow access to the unit and agreed the Tenants have access to the rental unit. I told the parties I would deal with the dispute of the Notice and dismiss the remaining issues. The request for an order that the Landlord comply with the Act, regulation and/or the tenancy agreement is dismissed because it appears to be covered by the dispute of the Notice. The request for compensation is dismissed pursuant to rule 2.3 of the Rules of Procedure as it is not sufficiently related to the dispute of the Notice. The request for an order that the Landlord allow access to the unit is dismissed because the Tenant agreed the Tenants have access to the rental unit and did not know what the basis for this request was. All requests that are dismissed are dismissed with leave to re-apply if necessary.

The Tenants submitted the Notice as evidence. The Landlord submitted evidence. I addressed service of the hearing package and evidence. The Landlord confirmed receipt of the hearing package. The Landlord had not received a copy of the Notice from the Tenants but agreed this is a non-issue given the Notice was issued by the Landlord. The Tenant confirmed receipt of the Landlord's evidence.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate.

The Tenant advised at the outset of the hearing that the Tenants had found a new place for December 01, 2020. Given this, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision. If they did come to an agreement, I would write out the agreement in my written decision. The written decision would become a final and legally binding agreement and the parties could not change their mind about it later. Further, all parties to the tenancy agreement would be bound by the agreement.

The parties agreed to discuss settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

#### Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Notice is cancelled.
2. The tenancy will end, and the Tenants and all occupants will vacate the rental unit, no later than 12:00 p.m. on November 30, 2020.

3. All rights and obligations of the parties continue until the tenancy ends November 30, 2020 at 12:00 p.m.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is issued an Order of Possession for the rental unit which is effective at 12:00 p.m. on November 30, 2020. If the Tenants fail to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenants with this Order. If the Tenants fail to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: November 03, 2020

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Residential Tenancy Branch