



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, OLC

Introduction

On September 21, 2020, the Tenant made an Application for Dispute Resolution seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent pursuant to Section 46 of the *Residential Tenancy Act* (the “Act”), seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Act*, and seeking an Order to comply pursuant to Section 62 of the *Act*.

On October 10, 2020, the Tenant made an Amendment to her Application seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*.

The Tenant’s Application was originally set down for a hearing on November 20, 2020 at 11:00 AM but was subsequently adjourned for reasons set forth in the Interim Decision dated November 20, 2020. This Application was then set down for a reconvened hearing on December 15, 2020 at 11:00 AM.

The Tenant attended the reconvened hearing, with T.D. attending as her advocate. The Landlord attended this hearing as well. All parties in attendance provided a solemn affirmation.

At the original hearing, the Tenant advised that she mistakenly filed to dispute a 10 Day Notice to End Tenancy for Unpaid Rent, but such a notice was never served to her. Moreover, the parties were advised that as per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other, and I have the discretion to sever and dismiss unrelated claims. As such, these hearings primarily addressed the Tenant’s Application with respect to the Notice and the other claims were dismissed with leave to reapply. The Tenant is at liberty to apply for any other claims under a new and separate Application.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to have the Notice cancelled?
- If the Tenant is unsuccessful in cancelling the Notice, is the Landlord entitled to an Order of Possession?
- Is the Tenant entitled to an Order to comply?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the rent was currently established at \$1200.00 per month and that it was due on the first day of each month. A security deposit of \$700.00 was also paid.

All parties also agreed that the Notice was served by hand on or around September 14, 2020. The reason the Landlord served the Notice is because the “Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.” The effective end date of the tenancy was noted as October 31, 2020 on the Notice.

The parties provided submissions with respect to the reason the Notice was served; however, both parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the conditional Order of Possession that accompanies it.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The One Month Notice to End Tenancy for Cause of September 14, 2020 is cancelled and of no force or effect.
2. The Tenant will maintain possession of the rental unit until **March 31, 2020 at 1:00 PM.**
3. Rent will be paid by the Tenant each month, in accordance with the tenancy agreement.
4. The Tenant must not harass or disturb any of the other residents on the property.
5. The Landlord must serve written letters to all of the residents of the property, by December 21, 2020, outlining their requirements to conduct themselves in accordance with the *Act* and to live peacefully amongst one another.
6. After service of this letter, should problems persist amongst the residents of the property, the Landlord will also attempt to organize a meeting with all of the residents to discuss their issues and to develop an understanding of how each party can live amicably together on the property.
7. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these disputes.

If condition two of this settlement is breached, the Landlord is provided with a

conditional Order of Possession effective **March 31, 2020 at 1:00 PM** after service of this Order on the Tenant.

The Landlord retains the ability to serve a notice to end a tenancy to any resident of the property that breaches the *Act*.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, the Landlord is provided with a formal copy of a conditional Order of Possession effective at **1:00 PM on March 31, 2020 after service of this Order** on the Tenant. Should the Tenant or any occupant on the premises fail 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: December 15, 2020

Residential Tenancy Branch