



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Seto Investments Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNC, OLC, LRE, FFT**

Introduction

This hearing was scheduled to deal with a tenant's application to cancel One Month Notices to end Tenancy for Cause; orders for the landlord to comply with the Act, regulations or tenancy agreement; and, orders to set conditions or suspend the landlord's restricted right to enter the rental unit.

Both the landlord and the tenant appeared for the hearing. The tenant was also accompanied by her roommate. The parties were affirmed and the parties were ordered to not record the proceeding. The parties had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

At the outset of the hearing, the tenant stated she was prepared to vacate the rental unit on June 30, 2021. The landlord was agreeable to ending the tenancy on June 30, 2021, with conditions. I explored the conditions put forth by the landlord and the parties were able to come to an understanding and agreement as to what is expected of them until June 30, 2021. I have recorded the parties' undertakings by way of this decision and the Order of Possession that accompanies it.

Issue(s) to be Decided

What are the terms and conditions for ending the tenancy effective June 30, 2021?

Background and Evidence

During the hearing, the parties agreed upon the following terms and conditions with a view to bringing this tenancy to an end on June 30, 2021:

1. The tenancy shall end at 1:00 p.m. on June 30, 2021 and the landlord shall be provided an order of Possession reflecting that date and time.
2. It is expected that the landlord will need to gain access to the rental unit for the purpose of making a repair to a leak in the bathroom and to show the rental unit to prospective tenants before the end of the tenancy. As such, the parties agreed to the following:
 - a. The landlord shall deliver to the tenant a text message and a written notice to enter by posting on the rental unit door. The text message and notice of entry shall specify the date, a reasonable range of time to accomplish the stated purpose for entry, and the purpose for entry. The text message and notice of entry shall be given at least 24 hours in advance of the entry.
 - b. Upon receipt of the text message or notice of entry on the door, the tenant shall send a text message to the landlord acknowledging receipt of the notice of entry.
 - c. The tenant waives the three day deeming provision for posting documents on the door and shall be deemed in receipt of documents posted on her door the same day it is posted.
 - d. The tenant shall not interfere with the landlord's entry into the rental unit where notice has been given as outlined above, including the landlord's right to enter the rental unit to accompany tradespersons, contractors, and, prospective tenants.
3. The tenant is put on notice that she is responsible for the actions or neglect of her roommate while in the rental unit or anywhere else on the residential property.
4. Should the tenant's roommate have any issues with the residential property or rental unit, it is the tenant that shall report the issue to the landlord and deal with the landlord with respect to rectifying the issue.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the terms of agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 1:00 p.m. on June 30, 2021.

Conclusion

The parties reached a mutually agreeable resolution to this matter that I have recorded in this decision. In recognition of the agreement, the landlord is provided an Order of Possession effective at 1:00 p.m. on June 30, 2021.

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: June 03, 2021

Residential Tenancy Branch