



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PCPM Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, PSF, RR, CNR, AAT, OLC, LRE, LAT

Introduction

The tenant filed an Application for Dispute Resolution on May 25, 2021 seeking an order to cancel the One Month Notice to End Tenancy for Cause (the “One-Month Notice”) served by the landlord on May 20, 2021.

The tenant amended their Application on July 1, for an order cancelling the 10-Day Notice to End Tenancy for Unpaid Rent (the “10-Day Notice”). Additionally, they added: the landlord’s provision of services/facilities; a reduction in rent for repairs not undertaken; access to the unit; the landlord’s compliance with the legislation and/or the tenancy agreement; a suspension on the landlord’s right to enter; authorization to change the locks.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on September 24, 2021. The landlord, the tenant, and the tenant’s advocate attended the hearing. Each party affirmed an oath that provided their statements and evidence were the truth.

Settlement Terms

Both parties provided a copy of the One-Month Notice. In a Proof of Service document, the landlord set out that they served this document on May 20, 2021, by attaching a copy to the door of the rental unit. In their Application, the tenant indicated they received this document attached to the door. The One-Month Notice specifies the move-out date of June 19, 2021.

On page 2 of the document, the landlord provided the reasons that they issued this document. This was based on significant interference or unreasonable disturbance, by the tenant, of another occupant or the landlord.

At the outset of the hearing, the tenant advocate stated the tenant had secured a living arrangement elsewhere that will begin on October 1, 2021. The parties discussed an appropriate move-out time on September 30.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant already paid rent in full for the month of September 2021;
2. Both parties agree that this tenancy will end by 11:59pm on September 30, 2021 by which time the tenant and any other occupants will have vacated the rental unit;
3. Both parties agreed that the tenant is vacating the rental unit pursuant to the landlord's One-Month Notice.

Given that the tenancy is ending, I dismiss the other portions of the tenant's claim. They are of no effect where the tenancy will no longer continue.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord only if the tenant and any other occupant fails to vacate the rental premises by 11:59pm on September 30, 2021. Should the tenant fail to comply with this Order of Possession, it 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 s. 9.1(1) of the Act.

Dated: September 24, 2021