



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, CNE, MNDCT, LRE, FFT, CNR, LRE, OLC, OPR-DR, MNR-DR, FFL

Introduction

This hearing was scheduled to deal with four Applications for Dispute Resolution that were joined together. The tenant filed three applications seeking numerous remedies including cancellation of a One Month Notice to End Tenancy for Cause and a 10 Day Notice to End Tenancy for Unpaid Rent; monetary compensation; orders for the landlord to comply with the Act, regulations, or tenancy agreement; and orders to suspend or set conditions on the landlord's restricted right to enter the rental unit. The tenant also stated he had intended to dispute a Two Month Notice to End Tenancy for Landlord's Use of Property by way of his applications as well. The landlord applied for an Order of Possession and Monetary Order for unpaid rent under the direct Request procedure but the landlord's application was re-directed to a participatory hearing because the tenant had filed to dispute the 10 Day Notice.

Both the landlord and the tenant EL appeared for the hearing and were affirmed. Tenant JB was also present at the hearing but she did not provide any testimony or otherwise speak during the hearing. EL stated he would be speaking on behalf of both tenants.

At the outset of the hearing, I explored service of hearing materials upon each other. Ultimately, I determined the tenant had only served one of his three applications to the landlord and the landlord did not serve the tenants with his application. I was also unsatisfied evidence had been served in a manner that complies with the Act.

Despite the issues with service, both parties indicated they needed to find resolution their dispute and they requested that I facilitate a mutual agreement between them. I proceed to do so and the parties were able to reach a mutual agreement during the

hearing. I have recorded the party's mutual agreement and I have recorded it and made it binding by way of this decision and the orders that accompany it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

Both parties were of the same mind that this tenancy ought to end and were agreeable to the following terms with a view to bringing the tenancy to an end:

1. The tenancy shall end and the tenants shall vacate the rental unit no later than October 31, 2021.
2. The tenants shall pay \$700.00 to the landlord on or before October 1, 2021. The tenant offered and the landlord agreed payment is expected in the form of e-transfer.
3. For the remainder of the tenancy, the landlord is permitted to perform various landscaping tasks, including painting the fence, at the residential property but the landlord must cease performing the tasks by 7:00 p.m.

The above described agreement is not necessarily a full and final settlement agreement and was limited in scope with a view to ending the tenancy in an orderly and amicable manner.

The parties also requested that I record that the tenant has an EZ load trailer that is currently parked on the landlord's other property. The parties agree to work together to find a mutually agreeable way to have the trailer returned to the tenant.

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 mutual 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 October 31, 2021 and a Monetary Order in the amount of \$700.00 to ensure payment is made by the tenants.

Conclusion

The parties reached a mutual agreement during the hearing that I have recorded and made binding by way of this decision and the orders that accompany it.

With this decision and In recognition of the mutual agreement, the landlord is provided an Order of Possession effective October 31, 2021 and a Monetary Order in the amount of \$700.00.

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: September 24, 2021

Residential Tenancy Branch