



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNL, OLC, RR, FFT

### Introduction

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant, in which the Tenant applied to cancel a Two Month Notice to End Tenancy for Landlord's Use, for an Order requiring the Landlord to comply with the tenancy agreement and/or the *Residential Tenancy Act (Act)*, and to recover the fee for filing this Application for Dispute Resolution. The original Application for Dispute Resolution was amended to include an application for a rent reduction and to cancel a second Two Month Notice to End Tenancy for Landlord's Use.

The male Tenant stated that on May 25, 2021, the Dispute Resolution Package was personally swerved to the Landlord in attendance at these proceedings. The Landlord in attendance at the proceedings, hereinafter referred to as the Landlord, acknowledged receiving these documents and he stated he is representing the other named Respondent at these proceedings.

Details regarding service of evidence were discussed at the start of the hearing however those details are not being recorded here. As the parties were able to reach a settlement agreement, I did not determine whether the evidence should be accepted as evidence for the proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

### Issue(s) to be Decided

Should Two Month Notices to End Tenancy for Landlord's Use be set aside?

Is there a need to issue an Order requiring the Landlord to give proper notice to enter the rental unit?

Is the Tenant entitled to a rent reduction?

### Background and Evidence

Prior to discussing the merits of the Application for Dispute Resolution, the parties mutually agreed to settle all issues in dispute at the proceedings under the following terms:

- The tenancy will end, by mutual agreement, on September 30, 2021;
- The Landlord will pay the Tenant \$1,000.00 in lieu of the free month's rent that is associated to service of a Two Month Notice to End Tenancy for Landlord's Use;
- The Landlord agrees that the Landlord has been fully compensated for any late fees that are currently due;
- The Tenant retains the right to seek compensation pursuant to section 51(2) of the *Residential Tenancy Act (Act)*, if applicable; and
- Residential Tenancy Branch file# 310046665 is withdrawn.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The parties clearly indicated their intent to resolve this dispute under these terms.

The Landlord and each Tenant acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

The Landlord and each Tenant acknowledged that they understood the agreement was final and binding.

Analysis

All issues in dispute at these proceedings have been settled in accordance with the aforementioned terms.

Conclusion

On the basis of the settlement agreement, I grant the Tenant a monetary Order for \$1,000.00. In the event the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on September 30, 2021. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced 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 *Residential Tenancy Act*.

Dated: September 20, 2021

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Residential Tenancy Branch