



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **FFT, OLC, MNDCT, LRE**

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the tenant to have the landlord comply with the Act, to restrict the landlord's right to enter the rental unit and to recover the cost of the filing fee.

Both parties appeared.

In this case the tenant's application was filed on October 7, 2021. Under the Residential Tenancy Rules of Procedure 2.5 to the extent possible the applicant is to submit a detail calculation of any monetary claim made; and copies of all other documentary and digital evidence.

The tenant did not comply with the Rules of Procedures as they did not provide their evidence on October 7, 2021 as this was available for the tenant to do so. On November 3, 2021 the tenant filed their evidence to the Residential Tenancy Branch and provided a copy to the landlord by posting to the door. I find the landlord was deemed served with the tenant's evidence until November 6, 2021 and the hearing date was November 16, 2021, that was 9 days before the hearing. I find the tenant did not comply with Rule 3.14 as it must have been received by the other party not less than 14 days before the hearing. I find this was an unreasonable delay and prejudicial to the landlord.

The tenant also did not comply with the Rule 2.5 as they did not provide a detail calculation of their monetary claim.

Based on the above, I dismiss the tenant's application without leave to reapply.

The parties at the hearing wanted to resolve the issues that are filed under separate applications, that relate to the tenancy ending.

The landlord's application is an application to end the tenancy earlier and obtain an order of possession, pursuant to section 56 of the Act, which is scheduled to be heard on November 18, 2021.

The tenant's application is to cancel a one month notice to end tenancy for cause, filed on November 10, 2021, this application has still in the screening process and a date has not been set for hearing.

I find that it is appropriate and reasonable as this benefit both parties and would release upcoming hearing dates to be used for other applications. This settlement agreement was reached after considerable discussion occurred between the parties and lasting 90 minutes.

The parties agreed to settle these matters, on the following conditions:

- a. The parties agreed that the tenancy will end on **December 31, 2021**, which is the date in the One Month Notice;
- b. The tenant agreed that he will have his son, CP removed from the property by the end of the day November 19, 2021;
- c. The tenant agreed that their son, CP is not to be permitted onto the property after November 19, 2021, for any reason during the balance of the tenancy;
- d. The tenant agreed that if his son, shows up at the premises they will immediately have them escorted off the property or have CP removed by the police;
- e. The parties agreed that the landlord has the right to have CP removed from the property after November 19, 2021, if the tenant does not do so;
- f. The parties agreed that after November 19, 2021, and attendance by CP on the property will be considered trespassing and can be dealt with by the police;
- g. The parties further agreed that if the tenant can find accommodation for December 1, 2021, then the tenant will only be responsible to compensate the landlord the amount that equals half the monthly rent for December 2021;
- h. The tenant agreed that the landlord can keep from the security deposit the amount they owe for any utilities up to the date the tenant vacates. The

parties agreed that this amount has not been determine and the calculation will not be an issue between the two;

- i. The landlord agreed that they will review their camera system to see if it has audio and will ensure the audio portion of the system is turned off;
- j. The parties agreed that the landlord's application scheduled for November 19, 2021, is cancelled, I have noted the file number on the covering page of this decision; and
- k. The parties agreed that the tenant's application, which has not yet been scheduled at the time of this hearing is cancelled; I have noted the file number on the covering page of this decision.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

### Conclusion

As a result of the above settlement, the landlord is granted an order of possession effective December 31, 2021.

Should the tenant's son CP be on the premises after November 19, 2021. I authorize the police to have remove CP for trespassing, as this agreement was only reached on the basis that CP will not be on the property for any reason and preserving the tenancy for the tenant until December 31, 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: November 16, 2021

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Residential Tenancy Branch