



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OLC, PSF, RR, LRE, LAT, CNL, CNC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65;
- an order allowing the tenant to reduce past rent of \$8,100.00 for repairs, services, or facilities agreed upon but not provided, pursuant to section 65;
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70;
- authorization to change the locks to the rental unit, pursuant to section 70;
- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"), pursuant to section 49; and
- cancellation of the landlord's One Month Notice to End Tenancy for Cause ("1 Month Notice"), pursuant to section 47.

The landlord, the landlord's lawyer, the tenant, the tenant's articulated student agent, and the articulated student's supervising lawyer attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 19 minutes.

The landlord confirmed that he owns the rental unit and provided the rental unit address. He confirmed that his lawyer had permission to speak on his behalf. He agreed that this decision could be sent to his lawyer's email after the hearing.

The landlord's lawyer confirmed his name and spelling and provided his email address for me to send a copy of this decision after the hearing.

The tenant confirmed that her articulated student agent and supervising lawyer had permission to represent her at this hearing. She agreed that this decision could be sent to her lawyer's email after the hearing.

The tenant's articulated student agent and supervising lawyer both confirmed their names and spelling. The tenant's articulated student agent provided her email address for me to send a copy of this decision.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch *Rules of Procedure*. All hearing participants separately affirmed, under oath, that would not record this hearing.

At the outset of this hearing, both parties confirmed that they had already reached a settlement agreement and they wanted me to record those terms in this decision. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests.

The landlord's lawyer confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

### Settlement Terms

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

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

1. The landlord agreed to pay the tenant \$2,700.00 total, according to the following terms:
  - a. \$1,350.00 will be paid by December 15, 2021;

- b. \$1,350.00 will be paid by January 3, 2022;
  - c. Both of the above payments will be made by e-transfer to the tenant's email address, confirmed by both parties during this hearing;
2. Both parties agreed that this tenancy will end by 1:00 p.m. on December 31, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
3. The tenant agreed to provide the landlord with access to the rental unit for a continuous 6-hour period from 11:00 a.m. to 5:00 p.m. on December 29, 2021;
  - a. The tenant agreed that she will not interfere with the landlord's access to the rental unit on the above date and time;
4. The landlord agreed that all of his notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

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 at the hearing that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them. Both parties were given ample time to discuss, review, and consult with their legal representatives during this hearing, regarding the above settlement terms.

### Conclusion

I order both parties to comply with all of the above settlement terms.

All of the landlord's notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at 1:00 p.m, on December 31, 2021, to be used by the landlord **only** if the tenant does not abide by condition #2 of the above settlement. The tenant must be served with a copy of this

Order. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties and as discussed with them during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$2,700.00 against the landlord. I deliver this Order to the tenant in support of the above agreement for use only in the event that the landlord does not abide by condition #1 of the above agreement. The landlord must be served with a copy of this Order. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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: December 13, 2021

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Residential Tenancy Branch