



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **CNC, OLC, LRE**

### **Introduction**

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- An order requiring the landlord to comply with the Act pursuant to section 62;
- An order to restrict or suspend the landlord’s right of entry pursuant to section 70;

All parties attended the hearing and had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. The hearing process was explained.

The parties confirmed the email addresses to which the Decision would be sent.

### **Preliminary Matter - Prohibition Against Recordings**

The parties were cautioned that recordings of the hearing were not permitted pursuant to Rule 6.11 of the *Residential Tenancy Branch Rules*. Both parties confirmed their understanding of the requirement and further confirmed they were not making recordings of the hearing.

## Settlement

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. This settlement agreement was reached in accordance with section 63.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

### **The parties agreed as follows:**

- 1) The tenancy between the parties will end at 1:00 PM on March 31, 2022, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
- 2) The parties will deal with the issue of the security deposit at the end of the tenancy.
- 3) The tenant will not prune or cut any foliage on the property on which the unit is located.
- 4) All communications between the parties shall take place on behalf of the tenant by the tenant's son SG who attended the hearing; SG shall provide his address, telephone number and email address to the landlord within two days of the date of this Decision.

In support of the agreement described above, the landlord is granted an Order of Possession effective 1:00 PM on March 31, 2022 and after service on the tenant. The landlord may serve and enforce this Order if the tenant fails to move out as specified above.

This Order of Possession must be read in conjunction with the above settlement agreement.

Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

**The landlord must not seek to enforce this Order** on the tenant **unless** the tenant fails to meet the conditions of this agreement.

The Order of Possession may be filed and enforced as an Order of the Supreme Court of British Columbia.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

The Arbitrator reviewed the terms of the settlement with the parties; both parties stated they understood and agreed to the terms.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

### Conclusion

The parties reached a settlement on the above terms.

The landlord is granted an Order of Possession effective 1:00 PM on February 1, 2022 and after service on the tenant. The landlord may serve and enforce this Order if the tenant fails to move out as specified above.

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