



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **LRE, LAT, OLC, CNC-MT, FFT**

Introduction

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

- An order to restrict or suspend the landlord's right of entry pursuant to section 70;
- An order to authorize the tenant to change the lock pursuant to section 31;
- An order requiring the landlord to comply with the Act pursuant to section 62;
- Cancellation of One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to section 47 and more time to apply pursuant to section 66;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The tenant attended with her two minor children who did not testify. The landlord's agents JG and BS attended with the landlord ("the landlord"). The agents withdrew from the hearing 50 minutes after the start of the hearing. The hearing lasted 1 hour and 47 minutes.

At the outset of this hearing, I informed the hearing attendees that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") Rules of Procedure. All attendees affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests. I informed both parties that I could not provide legal advice to them. I notified them that they could hire lawyers to obtain legal advice. I informed them that they could consult the Act, Regulation, Policy Guidelines and Rules of Procedures on the RTB public website. I notified them that they could settle their tenancy issues privately or at an RTB hearing.

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

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 August 31, 2022, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
- 2) The tenancy may end earlier if the tenant provides one month's calendar notice of intention to move out.
- 3) The parties will deal with the issue of the security and pet deposits at the end of the tenancy.
- 4) The landlord is permitted to enter the unit on April 9, 2022, between 10:00 AM and 1:00 PM, for the purpose of removing personal possessions.
- 5) The tenant may deduct \$800.00 from rent on a one-time basis only for the following:
 - a) Reimbursement by the landlord of \$700.00 as the landlord's 30% contribution to the Telus account prior to September 1, 2021, and
 - b) Reimbursement of the filing fee of \$100.00.
- 6) The parties agreed as follow with respect to the Hydro and Fortis accounts:
 - a) By 5:00 PM on March 31, 2022, the tenant shall provide a list of Fortis and Hydro invoice amounts and corresponding dates to which the landlord has not contributed the 30% as required under the lease.

- b) By 5:00 PM on April 10, 2022 the landlord shall reimburse the amount pursuant to the above by e-transfer less 70% of the water account owing by the tenant as paid by the landlord;
 - c) From now on, the tenant shall promptly notify the landlord of the amount of the Fortis and Hydro bills and the landlord shall promptly reimburse the tenant for 30% by e-transfer.
- 7) The parties agreed as follows with respect to the landlord's required 90-day inspection of the unit for insurance purposes:
- a) The landlord shall provide the tenant 7 days notice of an intended inspection with two suggested times during evenings, Monday to Thursday.
 - b) Within 24 hours of the receipt of the above notice, the tenant shall select one of the times and notify the landlord.
- 8) The parties confirmed their email addresses for communication between them.

In support of the agreement described above, the landlord is granted an Order of Possession effective 1:00 PM on August 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 landlord is granted an Order of Possession effective 1:00 PM on August 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 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: March 24, 2022

Residential Tenancy Branch