



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, LRE, CNL, OLC, FFT

### Introduction

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

- an order regarding a disputed additional rent increase of \$350.00, pursuant to section 43;
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70;
- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated January 26, 2022 ("2 Month Notice"), pursuant to section 49;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord and the tenant 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 75 minutes.

This hearing began at 11:00 a.m. and ended at 12:15 p.m. The tenant exited the teleconference from 11:03 to 11:05 a.m., in order to remove his telephone from speakerphone, because it was causing echoing and feedback, making it difficult to hear. The tenant exited the teleconference from 11:52 to 11:58 a.m. because he asked to call his wife privately to discuss the settlement terms and obtain her agreement. The tenant exited the teleconference from 12:11 to 12:13 p.m. because he said he got a missed call from his wife, and he wanted to call her back, if she wanted to discuss this settlement agreement again.

Both parties confirmed their names and spelling. Both parties provided their email addresses for me to send this decision to them after the hearing.

The landlord stated that he owns the rental unit, and he confirmed the rental unit address.

At the outset of this hearing, I informed both parties that they were not permitted to record this hearing, as per Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure*. The landlord and the tenant both separately affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes, and potential outcomes and consequences, to both parties. I informed them that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision. Neither party made any adjournment or accommodation requests.

The landlord confirmed receipt of the tenant’s application for dispute resolution hearing package and the tenant confirmed receipt of the landlord’s evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant’s application and the tenant was duly served with the landlord’s evidence.

The tenant confirmed receipt of the landlord’s Two Month Notice to End Tenancy for Landlord’s Use of Property, dated January 26, 2022 (“2 Month Notice”). A copy of the notice was provided for this hearing. Both parties agreed that the effective move-out date on the notice is April 1, 2022. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord’s 2 Month Notice.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant’s application to remove the names of the five other tenants/applicants, who the tenant said were his wife and children. Both parties confirmed that the five other tenants/applicants are not named as tenants on the tenancy agreement or the 2 Month Notice. Both parties consented to this amendment during this hearing.

### 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 this 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. Both parties agreed that this tenancy will end by 5:00 p.m. on April 1, 2022, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed to meet and complete a move-out condition inspection at the rental unit at 5:00 p.m. on April 1, 2022;
3. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice, dated January 26, 2022;
4. Both parties agreed that the tenants are entitled to one-month free rent compensation pursuant to the 2 Month Notice and section 51 of the *Act*, which has already been enforced by both parties, as the tenants received free rent for the period from March 1 to 31, 2022;
5. The landlord agreed that the tenant is not required to pay the landlord \$1,050.00 total, for unpaid rent for the period from December 1, 2021 to February 28, 2022, (3 months at \$350.00 per month), provided that the tenant and any other occupants vacate the rental unit by 5:00 p.m. on April 1, 2022;
  - a. The landlord agreed that he will not pursue any future claims or applications against the tenant for the above \$1,050.00 in unpaid rent, provided that the tenant and any other occupants vacate the rental unit by 5:00 p.m. on April 1, 2022;
6. Both parties agreed to abide by section 29 of the *Act*, for the remainder of this tenancy, according to the following terms:
  - a. The landlord agreed to provide at least 24 hours' written notice to the tenant, prior to entering the rental unit, unless there is an emergency;
  - b. The tenant agreed to provide access to the rental unit for the landlord, whether the tenant and any other occupants are present or not;
  - c. The tenant agreed that the landlord can provide 24 hours' written notice by email, to the tenant's email address;
  - d. The tenant stated that he did not change the locks to access the rental unit, so the landlord can enter with his own current key;

7. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
8. Both parties agreed that the tenant's security deposit of \$1,125.00 will be dealt with at the end of this tenancy, in accordance with section 38 of the *Act*;
9. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his 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 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 lengthy 75-minute 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.

During this hearing, I repeatedly confirmed the above settlement terms with the tenant. The tenant repeatedly affirmed, under oath, that he was agreeable to the above settlement terms, and he understood that they were legal, final, binding and enforceable. The tenant repeatedly affirmed, under oath, that he agreed and understood that they could not change the settlement terms after the hearing was over and that he knew it was a full and final settlement of this application. The tenant repeatedly affirmed, under oath, that he had a choice in making this agreement and he was doing so voluntarily. The tenant was given ample time during this hearing, to think about, review, discuss and ask questions about the above settlement terms. The tenant was given ample time during this hearing, to discuss the above settlement terms privately with his wife, as the tenant left twice during this hearing to call his wife and he said that she agreed to the above settlement terms.

### Conclusion

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

I order that the tenant is not required to pay any rent to the landlord for the period from March 1 to 31, 2022, which has already been enforced by both parties.

I order both parties to comply with section 29 of the *Act*.

The tenant's security deposit of \$1,125.00 is to be dealt with at the end of this tenancy, in accordance with section 38 of the *Act*.

The tenant must bear the cost of the \$100.00 filing fee paid for this application.

To give effect to the settlement reached between the parties and as advised to them during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 5:00 p.m. on April 1, 2022. The tenant must be served with 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.

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 11, 2022

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Residential Tenancy Branch