



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, LRE, PSF, OLC, MNDCT

### Introduction

On December 20, 2021, the Tenant made an Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”), seeking to restrict the Landlord’s right to enter pursuant to Section 70 of the *Act*, seeking the provision of services or facilities pursuant to Section 62 of the *Act*, seeking an Order to comply pursuant to Section 62 of the *Act*, and seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*.

The Tenant attended the hearing. The Landlord attended the hearing as well, with N.S., C.M., and C.W. attending as agents for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

The Tenant advised that he served the Notice of Hearing package to the Landlord by registered mail on or around December 23, 2021, and the Landlord confirmed that he received this package. Based on this undisputed testimony, I am satisfied that the Landlord was duly served the Tenant’s Notice of Hearing package.

The Tenant then advised that he served his evidence package to the Landlord by registered mail on March 3, 2022, and the Landlord confirmed that he received this package on March 8, 2022. Based on this undisputed testimony, I am satisfied that this evidence was served in accordance with the timeframe requirements of Rule 3.14 of the Rules of Procedure. As such, I have accepted this evidence and will consider it when rendering this Decision.

The Landlord advised that he did not submit any documentary evidence for consideration on this file.

At the outset of the hearing, the parties were advised that as per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other, and I have the discretion to sever and dismiss unrelated claims. As such, this hearing primarily addressed issues related to the Notice to end tenancy, and the other claims were dismissed. The Tenant is at liberty to apply for any other claims under a new and separate Application.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord, I must consider if the Landlord is entitled to an Order of Possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that complies with the *Act*.

#### Issue(s) to be Decided

- Is the Tenant entitled to have the Notice cancelled?
- If the Tenant is unsuccessful in cancelling the Notice, is the Landlord entitled to an Order of Possession?

#### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony

of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on August 1, 2019 as an unwritten, month-to-month tenancy. Rent was established at an amount of \$200.00 per month and was due on the first day of each month. A security deposit was not paid.

Submissions were made from both parties with respect to some of the reasons why the Notice was served. However, the parties turned their minds to a settlement.

### Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The One Month Notice to End Tenancy for Cause of December 17, 2021 is cancelled and of no force or effect.
2. The Tenant will remain in possession of the rental unit but must give up vacant possession of the rental unit by **April 30, 2022 at 1:00 PM**.
3. If condition 2 is breached, the Landlord is granted an Order of Possession that will be effective after service of the Order on the Tenant.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of the settlement of this dispute.

As noted above, the Tenant's other claims were dismissed with leave to reapply.

### Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition with the settlement agreement, the One Month Notice to End Tenancy for Cause of December 17, 2021 is cancelled and of no force or effect.

As well, based on the above, the Landlord is granted a conditional Order of Possession effective on **April 1, 2022 at 1:00 PM** after service of the Order on the Tenant if he fails to comply with condition 2 of this settlement agreement. 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 22, 2022

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Residential Tenancy Branch