



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNL, LRE, PSF, AAT, OLC, FFT

Introduction

The hearing was convened in response to the Tenants' Application for Dispute Resolution, in which the Tenants applied to set aside a Two Month Notice to End Tenancy for Landlord's Use, for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* and/or the tenancy agreement, for an Order suspending or setting conditions on the Landlord's right to enter the rental unit, for an Order requiring the Landlord to provide services or facilities, for an Order providing access to the Tenants' guests, and to recover the filing fee from the Landlord for the cost of the Application for Dispute Resolution.

The female Tenant stated that on January 19, 2022 the Dispute Resolution Package was sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents.

In January and February of 2022, the Tenant submitted evidence to the Residential Tenancy Branch. The female Tenant stated that this evidence was served to the Landlord with the Application for Dispute Resolution. The Landlord stated that he did not get evidence with the Application for Dispute Resolution.

The parties were advised that the hearing would proceed; that I would not view the Tenant's evidence at the hearing; that the Tenants could speak to their documentary evidence; and that the Tenants could request an adjournment for the purposes of re-serving their evidence if, at the end of the hearing, the Tenants believed I needed to view their documentary evidence. As the parties reached a settlement agreement, there was no need to consider a request for an adjournment.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided

Should the Two Month Notice to End Tenancy for Landlord's Use be set aside?

Is there a need for an Order suspending or setting conditions on the Landlord's right to enter the rental unit?

Is there a need for an Order providing access to the Tenants' guests?

Is there a need for an Order requiring the Landlord to comply with the Residential Tenancy Act (Act) and/or the tenancy agreement?

Is there a need for an Order requiring the Landlord to provide services or facilities?

Are the Tenants entitled to recover the fee for filing this Application for Dispute Resolution?

Background and Evidence

Prior to discussion any of the terms of the tenancy agreement or the issues in dispute, the Landlord and the Tenants mutually agreed to resolve all issues in dispute at these proceedings under the following terms:

- the tenancy will end, by mutual agreement, on June 30, 2022;
- the Landlord will install a lock on the door between the rental unit and the Landlord's living accommodations;
- the Landlord will retain a key to the newly installed lock; and
- the Landlord will not enter the rental unit without lawful authority.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The Landlord and the Tenants each clearly indicated their intent to resolve this dispute under these terms.

The Landlord and the Tenants each acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

The Landlord and the Tenants each acknowledged that they understood the agreement was final and binding.

Analysis

All issues in dispute at these proceedings have been resolved in accordance with the terms of the aforementioned settlement agreement.

Conclusion

All issues in dispute at these proceedings have been settled by mutual agreement,

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective on June 30, 2022. This Order may be served on the Tenants, filed with the Supreme Court of British Columbia, 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: April 07, 2022

Residential Tenancy Branch