



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing was convened by way of conference call in response to the Tenant's application for dispute resolution ("Application") under the *Residential Tenancy Act* (the "Act") in which the Tenant seeks:

- an order for cancellation of a One Month Notice to End Tenancy for Cause dated January 18, 2022;
- an order to suspend or set conditions on the Landlord's right to enter the rental unit pursuant to section 70;
- an order for the Landlord to comply with the Act, the *Residential Tenancy Regulations* (the "Regulations") and/or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee of the Application from the Landlord pursuant to section 72.

The Landlord and the Tenant attended this hearing and they were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Another person ("BD") attended the hearing to provide translation assistance to the Tenant. The Landlord was agreeable to BD assisting the Tenant.

The Tenant stated she served the Notice of Dispute Resolution Proceeding and her evidence ("NDRP Package") on the Landlord by registered mail. The Tenant provided the Canada Post tracking number for service of the NDRP Package. I find the NDRP Package was served on the Landlord in accordance with the provisions of sections 88 and 89 of the Act.

Preliminary Matter – Removal of Applicants from Application

I noted at the outset of the hearing that three parties named as applicants in the Application were not named as tenants in the tenancy agreement. The Tenant stated two of the applicants were her children and, as such, they are infants. The third party named in the Application as an applicant was identified as the Tenant's husband. The Tenant and Landlord agreed that the Tenant's husband was not a party to the tenancy agreement and, as such, should not have been named as an applicant. The Tenant requested that I amend the Application to remove her two children and her husband as applicants in the Application.

Residential Tenancy Branch Rule of Procedure 4.2 states:

4.2 Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing. If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served

As the Landlord did not object to the Tenant's request for an amendment, I amended the Application to remove the Tenant's husband and two children as applicants in the Application.

Settlement Agreement

Pursuant to section 63 of the Act, an 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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to cancel the 1 Month Notice;
2. The Tenant agrees to withdraw the Application

3. The Landlord agrees to comply with the Act and *Residential Tenancy Regulations* ("Regulations") and, without limiting the generality of the foregoing, to comply with the requirements for serving proper written notice on the Tenant for access to the rental unit pursuant to section 29 of the Act. In addition, the Landlord agrees to comply with the requirements of *Residential Tenancy Policy Guideline 7* ("PG 7") which states in part:

Regarding written notices, the notice must state a reasonable purpose for the entry and must give the date and time intended for the entry. The time stated must be between 8:00 a.m. and 9:00 p.m.

The notice must be served in accordance with the Residential Tenancy Act. If the landlord leaves the notice in the mailbox or mail slot, or attaches it to the door or other conspicuous place on the rental unit, the notice is not deemed to be received until **3 days after posting or placing it in the mailbox or slot**. If the notice is sent by mail, the notice is not deemed received until **5 days after mailing**. If the notice is sent by fax, the notice is not deemed received until **3 days after faxing it**. **This additional time must be taken into consideration by the landlord when advising of the date and time of entry.**

4. The Tenant agrees she will give the Landlord access to the rental unit when she is served with a written notice that complies with the provisions of section 29 of the Act and PG 7; and
5. The Landlord agrees the Tenant may vacate the rental unit prior to the end of the fixed term without penalty, or payment of compensation to the Landlord, provided the Tenant serves the Landlord with written notice of her intention to vacate in accordance with the provisions of section 45 of the Act.

These particulars comprise the full and final settlement of all aspects of the Landlord's dispute against the Tenant. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in the Application.

If the Landlord or Tenant have any questions regarding requirements of the Act, Regulations or *Residential Tenancy Policy Guidelines*, they may call the Contact Centre of the Residential Tenancy Branch at:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Application, I make no factual findings about the merits of the Application.

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 26, 2022

Residential Tenancy Branch