



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC LRE OLC

Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47;
- authorization to change the locks and/or to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

All named parties attended the hearing. During the hearing, the parties expressed an interest and were successful in resolving this dispute by mutual agreement.

Terms of Settlement

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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agrees to withdraw the One Month Notice to End Tenancy dated June 8, 2022 which is the subject of this dispute and file #210077876.
2. The landlord agrees to withdraw the Two Month Notice to End Tenancy dated March 25, 2022 which is the subject of dispute file #210068795.

3. The tenant agrees to enter into a written partnership support agreement with the landlord by August 10, 2022. The tenant agrees to work with the landlord's support person "Johanna" until such time that she is able to arrange her own support person in the community.
4. The tenant agrees to having family or support staff person access to her unit in order to provide the necessary support services on a monthly basis.
5. The tenant agrees to comply with the tenancy agreement and tenant responsibilities terms specifically in regard to the following:
 - Keeping her unit in a clean condition.
 - Reducing the probability of pests in her unit and reporting the first sign of pests immediately to the building manager.
 - Complying with the noise provisions outlined in the tenant responsibilities form.
 - Immediately reporting any maintenance issues to the building manager.
6. The landlord agrees to comply with section 29 of the Act in regards to the restrictions on the landlord's right to enter the rental unit. Any 24 hour written notice to enter is subject to the service provisions of section 88 and 90 of the Act. This means, if for example, the landlord posts a notice of enter to the door, the notice is not deemed received until 3 days after it was posted. This additional time must be taken into consideration when advising of the date and entry time.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that the above terms comprise the full and final settlement of all aspects of this dispute and also file #'s 210077876 & 210068795.

This Decision and Settlement Agreement is final and binding on both parties.

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: July 29, 2022

Residential Tenancy Branch