



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LRE, LAT, FFT, OPC, MNDL-S, MNDCL-S, FFL

Introduction and Preliminary Matters

This hearing dealt with cross-applications filed by the parties. On July 26, 2022, the Tenant applied for a Dispute Resolution proceeding 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 authorization to change the locks pursuant to Section 31 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On August 16, 2022, the Landlord applied for a Dispute Resolution proceeding seeking an Order of Possession based on the Notice pursuant to Section 47 of the *Act*, seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

This hearing was scheduled to commence via teleconference at 11:00 AM on December 16, 2022.

The Tenant attended the hearing. The Landlord attended the hearing as well, with H.H. attending as an agent for the Landlord and X.H. attending as a translator 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. As well, all parties in attendance provided a solemn affirmation.

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 the Landlord's Notice, and the other claims were dismissed with leave to reapply. The parties are at liberty to apply for any other claims under a new and separate Application.

Service of documents was discussed; however, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the Order of Possession that accompanies it.

Settlement Agreement

The parties 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 July 18, 2022, is cancelled and of no force or effect.
2. The tenancy will end on **December 16, 2022, at 3:00 PM**, and the Landlord will get an Order of Possession.
3. Despite condition two, the parties agreed that the Tenant can discard the keys to the rental unit and that the Landlord can change the locks.
4. The Tenant is permitted to remove her personal property from the yard on December 16, 2022, or may attend the property on a later date to retrieve these items. However, the Tenant must be accompanied by the police.
5. The Tenant will not owe rent from December 1 to December 16, 2022.
6. The parties are still entitled to make future Applications against the other party with respect to this tenancy.
7. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of the dispute over the Notice.

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 this full and final settlement of the dispute regarding the Notice.

Conclusion

The parties reached a full and final settlement agreement in resolution of the dispute over the Notice. I have recorded the terms of settlement in this Decision, and in recognition of the settlement agreement, I hereby Order that the One Month Notice to End Tenancy for Cause of July 18, 2022, to be cancelled and of no force or effect.

The Landlord is provided with a formal copy of an Order of Possession effective at **3:00 PM on December 16, 2022, after service of this Order** on the Tenant. Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Despite this being granted, the parties agreed that the Tenant would dispose of the key and that the Landlord could change the locks.

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: December 16, 2022

Residential Tenancy Branch