



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

File #910080586: CNR

File #210085504: CNC, RP, LRE, OLC

Introduction

The Tenant files two application seeking relief under the *Residential Tenancy Act* (the “Act”), the first of which she seeks an order pursuant to s. 46 cancelling a 10-Day Notice to End Tenancy signed on August 1, 2022. In her second application, the Tenant seeks the following relief under the Act:

- an order pursuant to s. 47 cancelling a One-Month Notice to End Tenancy signed on September 7, 2022;
- an order pursuant to s. 32 for repairs;
- an order pursuant to s. 70 restricting the Landlord’s right of entry; and
- an order pursuant to s. 62 that the landlord comply with the Act, Regulations, and/or the tenancy agreement.

M.B. appeared as the Tenant. The Tenant was joined by her advocate, K.S.. M.L., who works at the same organization as K.S., also attended though she did not participate in the hearing. R.K. and K.K. appeared as the Landlords.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

The parties advise that they served their application materials on the other side. Both parties acknowledge receipt of the other’s application materials without objection. Based on the mutual acknowledgments of the parties without objection, I find that pursuant to

s. 71(2) of the *Act* that the parties were sufficiently served with the other's application materials.

Parties' Settlement

Pursuant to section 63 of the *Act*, I 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, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The tenancy will end by way of mutual agreement no later than 12:00 (noon) on April 1, 2023.
2. The Tenant agrees to abide by the following conditions for the remainder of the tenancy:
 - a) There shall be no continuous traffic coming in and out of the rental unit and none shall be afterhours. The Landlords understand that the Tenant, within reason, may have guests for the remainder of the tenancy.
 - b) The Tenant, or any other person permitted on the property by the Tenant, shall not play loud music that would constitute an unreasonable disturbance to the other occupants of the residential property.
 - c) The Tenant, or any other person permitted on the property by the Tenant, shall not leave bicycles in the front lobby.
 - d) Only the Tenant and her children may reside within the rental unit.
 - e) The Tenant, or any other person permitted on the property by the Tenant, shall not leave the exterior door for the residential property ajar.
 - f) The Tenant, or any other person permitted on the property by the Tenant, shall not damage the rental unit or the residential property.
 - g) There shall be no pets or animals permitted onto the residential property or within the rental unit by the Tenant.
 - h) The Tenant's former partner, R.M., shall not be permitted onto the property whatsoever.
3. Breach of any of the conditions set out above under subclause 2 shall result in the immediate end of the tenancy.

4. The Landlords agree to provide a neutral reference letter to the Tenant, whereby they confirm the period of time in which the Tenant occupied the rental unit and that rent was paid on time.

I confirmed that the Landlords and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Pursuant to the parties settlement, I grant the Landlord an order of possession. The Tenant shall provide vacant possession of the rental unit to the Landlord by no later than 12:00 (noon) on April 1, 2023 or sooner should any of the conditions set out above are breached.

It is the Landlords' obligation to serve the order of possession on the Tenant. If the Tenant does not comply with the order of possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that Court.

I make no findings of fact or law with respect to this dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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: January 09, 2023

Residential Tenancy Branch