



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **TT: CNL RR RP LAT OLC**  
                             **LL: OPL FFL**

### Introduction

This hearing dealt with four applications pursuant to the *Residential Tenancy Act* (the “Act”). The Tenant’s first application (“Tenant’s First Application”) was for:

- cancellation of a Two Month Notice to End Tenancy for Landlord’s Use of Property dated September 23, 2022 (“2 Month Notice”) pursuant to section 49;
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided by the Landlord pursuant to section 65;
- an order requiring the Landlord to complete repairs to the rental unit pursuant to section 32;
- an order to allow the Tenant to change the locks to the rental unit pursuant to section 31; and
- an order for the Landlord to comply with the Act, *Residential Tenancy Regulations* and/or tenancy agreement pursuant to section 62.

The Tenant’s second application (“Tenant’s Second Application”) was for:

- an order for the Landlord to comply with the Act, *Residential Tenancy Regulations* and/or tenancy agreement pursuant to section 62.

The Tenant’s third application (“Tenant’s Third Application”) was for:

- an order for the Landlord to comply with the Act, *Residential Tenancy Regulations* and/or tenancy agreement pursuant to section 62.

(the Tenants First Application, Tenant’s Second Application and Tenant’s Third Application are hereinafter collectively referred to as the Tenant’s Applications”)

The Landlord made one application (“Landlord’s Application”) for:

- an Order of Possession for Landlord’s use of property pursuant to section 49 and 55; and
- authorization to recover the filing fee for the Landlord’s Application from the Tenant pursuant to section 72.

The Landlord’s agent (“GC”), the Tenant attended the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure*. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant stated she served the Notice of Dispute Resolution Proceeding (“Tenant’s First NDRP”) for the Tenant’s First Application on the Landlord by registered mail but she could not recall the date of service nor provide the Canada Post receipt or tracking number for service on the Landlord. The Landlord admitted he received the Tenant’s First NDRP by registered mail. I find the Tenant’s First NDRP was served on the Landlord in accordance with the provisions of section 89 of the Act.

The Tenant stated she served the Notice of Dispute Resolution Proceeding (“Tenant’s Second NDRP”) for the Tenant’s Second Application on the Landlord by registered mail but she could not recall the date of service nor provide the Canada Post receipt or tracking number for service on the Landlord. The Landlord admitted he received the Tenant’s Second NDRP by registered mail. I find the Tenant’s Second NDRP was served on the Landlord in accordance with the provisions of section 89 of the Act.

The Landlord stated he served the Notice of Dispute Resolution Proceeding (“Landlord’s NDRP”) for the Landlord’s Application on the Tenant by registered mail on October 30, 2022. The Landlord provided the tracking number for service of the Landlord’s NDRP on the Tenant to corroborate his evidence. I find the Landlord’s NDRP was served on the Tenant in accordance with the provisions of section 89 of the Act.

Preliminary Matter – Service of Notice of Dispute Resolution for Tenant's Third Application

The Tenant stated she served the Notice of Dispute Resolution Proceeding ("Tenant's Third NDRP") for the Tenant's Third Application on the Landlord by registered mail but she could not recall the date of service nor provide the Canada Post receipt or tracking number for service on the Landlord. The Landlord denied ever receiving the Tenant's Third NDRP by registered mail. As noted below, the parties settled their disputes. As such, it is unnecessary for me to make a finding on whether the Tenant's Third NDRP was served on the Landlord.

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 cancellation of the 2 Month Notice;
2. The Landlord agrees to withdraw the Landlord's Application;
3. The Tenant agrees to withdraw the Tenant's Applications;
4. The Tenant agrees to vacate the rental unit by 1:00 pm on February 19, 2023;
5. The Landlord agrees to forgive any and all rental arrears the Tenant may owe to the Landlord and agrees the Tenant may remain in the rental unit until 1:00 pm on February 19, 2023 without paying any further rent; and
6. The parties agree the Tenant's security deposit will be dealt with in accordance with the provisions of the Act.

These particulars comprise the full and final settlement of all aspects of the Tenant's claims against the Landlord and the Landlord's claims 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 the Tenant's Applications and the Landlord's Application.

## Conclusion

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

To give effect to the settlement reached between the parties, and as discussed at the hearing:

1. the 2 Month Notice is cancelled; and
2. the Landlord is granted an Order of Possession effective at 1:00 pm on February 19, 2023. Should the Tenant or any other occupant or guest in the rental unit fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court. The Landlord is provided with the Order of Possession on the above terms and the Tenant must be served by the Landlord with the above Order of Possession as soon as possible.

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 18, 2023

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Residential Tenancy Branch