



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RMG100 LAND CORP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, RP, PSF, LRE

### Introduction and Preliminary Matters

On August 23, 2022, the Tenant made an Application for Dispute Resolution 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 a repair Order pursuant to Section 32 of the *Act*, seeking a provision of services or facilities pursuant to Section 62 of the *Act*, and seeking to restrict the Landlord’s right to enter pursuant to Section 70 of the *Act*.

The Tenant attended the hearing. J.K. and C.R. attended the hearing as agents for the Landlord, and they confirmed the correct name of the Landlord. As such, the Style of Cause was amended on the first page of this Decision to reflect this change.

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.

I advised the parties that as per Rule 2.3 of the Rules, claims made in an Application must be related to each other and that I have the discretion to sever and dismiss unrelated claims. As such, I advised the parties that this hearing would primarily address the Landlord’s One Month Notice to End Tenancy for Cause, that the Tenant’s

other issues would be dismissed, and that he is at liberty to apply for these under a new and separate Application.

Service of documents was discussed, and there were issues with both parties' service of documentary evidence. In addition, submissions were made with respect to why the Notice was served. 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 Notice to End Tenancy for Cause of August 12, 2022, is cancelled and of no force or effect.
2. The Tenant will maintain possession of the rental unit until **July 31, 2023, at 1:00 PM.**
3. The Tenant must give up vacant possession of the rental unit on **July 31, 2023, at 1:00 PM.** An Order of Possession will be awarded to the Landlord for this date.
4. The Tenant must continue to pay rent to the Landlord in the sum of **\$615.00**, as per the terms of the tenancy agreement.
5. The Tenant must inform the Landlord immediately if there are any water leaking issues in the rental unit.

6. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

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 this dispute.

### Conclusion

The parties reached a full and final settlement agreement in resolution of their dispute. 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 August 12, 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 **1:00 PM on July 31, 2023, 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.

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 13, 2023

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Residential Tenancy Branch