



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

CNC, OLC, LRE, RP, FFT

### **Introduction**

This hearing was convened in response to the Respondents' Application for Dispute Resolution, in which they applied to cancel a One Month Notice to End Tenancy for Cause, for an Order requiring the Landlords to comply with the Residential Tenancy Act (Act) and/or the tenancy agreement, for an Order requiring the Landlord to make repairs, for an Order suspending or setting conditions on the Landlords' right to enter the rental unit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Tenant stated that on December 29, 2022 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch on December of 2022 and January of 2023 was sent to the Landlords, via registered mail. The Landlords acknowledge receipt of these documents and the evidence was accepted as evidence for these proceedings.

On January 27, 2023 the Landlords submitted evidence to the Residential Tenancy Branch. Legal Counsel for the Landlord stated that this evidence was served to each Applicant, via registered mail, on February 02, 2022. The Agent for the Tenant #2 stated that the Applicants received this evidence and it was accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant, with the exception of legal counsel, affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant, with the exception of legal counsel, affirmed they would not record any portion of these proceedings.

#### Preliminary Matter #1

With the consent of both parties, the Application for Dispute Resolution was amended to reflect the proper names of the Landlords, as provided at the hearing.

#### Preliminary Matter #2

The tenancy agreement does not name any of the individuals listed as Applicants on the Application for Dispute Resolution. Rather, the tenancy agreement names the tenant as a society.

The Agent for the Tenant stated that she is an agent for the society named on the tenancy agreement. "TA" identified herself as being a director of the society named in the tenancy agreement. In the absence of evidence to the contrary, I find that these two individuals have the right to represent the Tenant at these proceedings.

The Agent for the Tenant stated that the society permits individuals to occupy the rental unit. She stated that they are permitted to occupy the unit at the invitation of the society, not the Landlords.

Legal Counsel for the Landlords agreed that the Landlords do not determine who resides in the rental unit.

In the absence of any evidence to show that the Applicants entered into a tenancy agreement with the Landlord, I find they are occupants with no rights or obligations under the tenancy agreement. I therefore find that they should not have been named on the Application for Dispute Resolution and they will not be named on any Order issued at the conclusion of these proceedings. The only person named on any subsequent Order will be "TA", as she is a named Applicant and she is an agent for the Tenant.

### Preliminary Matter #3

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the Applicants have identified several issues in dispute on the Application for Dispute Resolution, which are not sufficiently related to be determined during these proceedings.

The most urgent issue in dispute in this Application for Dispute Resolution is possession of the rental unit and I will, therefore, only consider issues related to that matter, which include:

- the application to cancel a One Month Notice to End Tenancy for Cause;
- the application for an Order suspending or setting conditions on the Landlords' right to enter the unit; and
- the fee paid to file the Application for Dispute Resolution.

The remaining issues are dismissed, with leave to re-apply, as they are not sufficiently related to possession of the rental unit.

### Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Is there a need to set conditions on the Landlords' right to enter the rental unit?

### Background and Evidence

The Landlords and the Agent for the Tenant agree that a One Month Notice to End Tenancy for Cause was served to the Landlord, via email, on December 20, 2022, which declared that the unit must be vacated by January 31, 2023.

In the hour allotted for this hearing, the parties discussed various items that had been damaged in the rental unit. At the end of that hour the parties were told there was insufficient time to conclude the hearing today and that the hearing would be adjourned.

Prior to concluding the hearing, the Landlords and the Agent for the Tenant mutually agreed to settle the remaining issues in dispute at these proceedings under the following term:

- The tenancy will end, by mutual agreement, on July 31, 2023.

For clarity, the “remaining” issues in dispute at these proceedings refers to the the application to cancel a One Month Notice to End Tenancy for Cause; the application for an Order suspending or setting conditions on the Landlords’ right to enter the unit; and the fee paid to file the Application for Dispute Resolution.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The Agent for the Tenant and each Landlord clearly indicated their intent to resolve the remaining issues in dispute in accordance with this settlement agreement.

The Agent for the Tenant and each Landlord each acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

The Agent for the Tenant and each Landlord each acknowledged that they understood the agreement was final and binding.

As the parties were able to reach a settlement agreement regarding the remaining issues in dispute, the damages discussed during the hearing are not being recorded here.

### Analysis

The parties were able to reach a settlement agreement in regard to all remaining issues in dispute at these proceedings.

### Conclusion

As outlined in the preliminary matters, some of the issues in the Application for Dispute Resolution were severed from the Application for Dispute Resolution and were not considered at these proceedings.

The remaining issues in dispute at these proceedings were settled by mutual agreement.

On the basis of the settlement agreement, I grant the Landlord an Order of Possession

that is effective on at 1:00 p.m. on July 31, 2023. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

This settlement agreement is record and the Order granted are made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: February 16, 2023

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Residential Tenancy Branch