



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes

Parties	File No.	Codes:
(Landlord) C.S.	910099256	OPL, OPB, MNDCL, FFL
(Tenant) R.P.	910104884	CNR, CNC, MNDCT, RP, PSF, LRE, LAT, OLC

Introduction

This hearing dealt with cross applications for Dispute Resolution under the *Residential Tenancy Act* ("Act") by the Parties.

The Tenant applied:

1. for an Order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent
2. to cancel a One Month Notice to End Tenancy for Cause
3. for compensation of \$650.00 for his monetary loss or other money owed
4. for an Order for repairs to the unit or property
5. for an order to provide services or facilities required by the tenancy agreement or law
6. to suspend or restrict the Landlord's right to enter
7. for authorization for the Tenant to change the lock, and
8. for an Order for the Landlord to Comply with the Act or tenancy agreement.

The Landlord applied:

1. for an Order of Possession, further to having served a Two Month Notice to End Tenancy for Landlord's Use
2. for an order of possession for a breach of a vacate clause
3. for a monetary order of \$1,000.00 for compensation under the Act, and
4. to recovery of her \$100.00 application filing fee.

The Tenant and the Landlord appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it. During the hearing, the Tenant and the Landlord were given the opportunity to provide their evidence orally and respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

Early in the hearing, I advised the Parties that Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this case, the Parties claimed for different matters of dispute on their applications, the most urgent of which are the claims involving whether the tenancy continues or not. Therefore, I advised the Parties that we would review the Landlord's applications for an order of possession, set out in her 1st and 2nd claims numbered above. I also said we would consider the Tenant's claims to cancel the Landlord's eviction notices as set out in his 1st and 2nd claims numbered above. The Landlord's other claims are dismissed with leave to reapply. The Tenant's other claims, other than the 3rd claim are dismissed without leave to reapply, as they relate to an ongoing tenancy.

The Parties provided their email addresses in their Applications, and they confirmed these addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. Both Parties withdraw their Applications in full as part of this mutually agreed Settlement.

2. The Parties agree that the tenancy shall continue until ended in accordance with this Settlement Agreement on June 15, 2023, at 1:00 p.m., by which time, the Tenant will have vacated the rental unit with all of his possessions.
3. The Landlord agrees to return the Tenant's \$450.00 security deposit in full at the end of the tenancy, specifically by June 15, 2023, at 1:00 p.m. **on the condition** that the Tenant and 100% of his belongings are out of the rental unit by that date. The Landlord agrees to return the security deposit by this time, even if the rental unit is not reasonably clean at the end of the tenancy.
4. The Parties agree that they entered into this Agreement completely voluntarily.
5. The Parties agree that this tenancy will end on the terms set out in this Settlement Agreement **on the condition** that the Tenant complies with the vacating schedule as stipulated above. The Landlord is granted an **Order of Possession effective June 15, 2023, at 1:00 p.m.** to serve on the Tenant and be enforced, only if the Tenant does not comply to the vacating schedule set out above. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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 the Parties understood the binding nature of this full and final settlement of these matters.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both Parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both Parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

The Parties' claims numbered above are all dismissed without leave to reapply, other than the Tenant's 3rd claim, and the Landlord's 3rd and 4th claims, which are dismissed with leave to reapply.

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement and based on the above, and in support of the Settlement

described above, and with agreement of both Parties, I grant the Landlord an **Order of Possession**, to serve and enforce upon the Tenant, if necessary, **effective on June 15, 2023, at 1:00 p.m.** This Order must be served to the Tenant, if the Tenant fails to comply with the vacating terms of the Settlement Agreement.

I **Order** the Parties to comply with their Settlement Agreement described above.

The tenancy shall continue until ended in accordance with this Settlement Agreement.

The Parties may contact and apply to the RTB for any further assistance needed.

This Decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 23, 2023

Residential Tenancy Branch