



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      **CNC LRE OLC FFT**

### Introduction

This hearing was convened as a result of an application for dispute resolution (Application) made by the Tenants under the *Residential Tenancy Act* (the Act). The Tenants seek:

- an order cancelling a One Month Notice for Cause dated January 17, 2023 (1 Month Notice) pursuant to section 47;
- an order to suspend or set conditions on the Landlords right to enter the rental unit pursuant to section 70;
- an order for the Landlord to comply with the Act, *Residential Tenancy Regulations* (Regulations) and/or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for the Application from the Landlord pursuant to section 72.

The two Landlords (RC and CC) and the two Tenants (LB and LC) 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* (RoP). The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

LB stated the Tenants served the Notice of Dispute Resolution Proceeding and their evidence (NDRP Package) on each of the Landlords by registered mail. LB provided the Canada Post tracking numbers for service of the NDRP Packages on each of the Landlords. As such, I find the Tenants served the NDRP Packages on each of the Landlords in accordance with the provisions of sections 88 and 89 of the Act.

RC stated the Landlords served their evidence on the Tenants by Priority Post on May 3, 2023. RC provided the Canada Post tracking number for service of the Landlords' evidence on the Tenants. As such, I find the Landlords' evidence was served on the Tenants in accordance with the provisions of section 88 of the Act.

### Preliminary Matter – Severance and Dismissal of Tenants' Claims

The Application included claims for (i) an order to suspend or set conditions on the Landlords right to enter the rental unit and; (ii) an order for the Landlord to comply with the Act, Regulations and/or tenancy agreement.

Rule 2.3 of the Rules states:

#### **2.3 Related issues**

Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

Where a claim or claims in an application are not sufficiently related, I may dismiss one or more of those claims in the application that are unrelated. Hearings before the RTB are generally scheduled for one hour and Rule 2.3 is intended to ensure disputes can be addressed in a timely and efficient manner.

At the outset of the hearing, I advised the parties the primary issue in the Application was to whether the Tenants were entitled to cancellation of the 1 Month Notice. As noted below, the parties reached a settlement of the claim for cancellation of the 1 Month Notice. As the Tenants have agreed to vacate the rental unit, the need for an order to suspend or set conditions on the Landlords' right to enter the rental unit and for an order for the Landlords to comply with the Act, Regulations and/or tenancy agreement are no longer required. As such, I dismiss these two claims without leave to reapply.

### 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 Landlords agree to cancel the 1 Month Notice;
2. The Tenants agree to withdraw the Application;
3. The Tenants agree to vacate the rental unit not later than 1:00 pm on July 31, 2023;
4. The Tenants agree to pay the rent in full on time on June 1, June 15, July 1, and July 15, 2023 in accordance with the provisions of the tenancy agreement;
5. The Tenants may end the tenancy prior to July 31, 2023 by giving the Landlords written notice they are ending the tenancy, such notice to be served at least 15 calendar days in advance of the date they state they are vacating the rental unit in the notice;
6. The Landlords agree that, if the Tenants give notice to end the tenancy before July 31, 2023, then the Tenants will not be required to pay rent, otherwise payable to the Landlords pursuant to paragraph 5 above, for the period following the date the Tenants vacate the rental unit;
7. The Landlords agree to calculate and prepare an accounting for the electrical charges used by the Tenants up to the date the Tenants vacate the rental unit pursuant to the terms of the tenancy agreement. The Landlords agree to provide the Tenants with the accounting for the electrical charges by August 31, 2023. The parties agree that:
  - (a) if there is a credit for payments made by the Landlords for electrical usage, then the Tenants will pay the Landlords to reimburse them for the Landlords' credit; or
  - (b) if there is a credit for payments made by the Tenants for electrical usage, then the Landlords will pay the Tenants to reimburse them for the Tenants' credit;
8. The Tenants agree they will remove all personal possessions and rubbish from the inside and outside of the rental unit, including motor vehicles, prior to vacating the rental unit;
9. The Tenants agree they will give the Landlords access to the rental unit when a proper notice for access has been served by the Landlord on the Tenants in accordance with the provisions of section 29 of the Act; and
10. The Tenants agree to allow access to the garage without any written notice for access to it as the garage is considered a common area of the residential property.

These particulars comprise the full and final settlement of all aspects of the Tenants' dispute against the Landlords. 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 claims made in the Application.

### Conclusion

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

I order that the 1 Month Notice to End Tenancy to be cancelled and of no force or effect.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant the Landlords an Order of Possession effective at 1:00 pm on July 31, 2023. The Landlords are provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible. If the Tenants fail to comply with this Order of Possession, it may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: May 29, 2023

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Residential Tenancy Branch