



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, OLC, LRE

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause, for an Order requirement the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement; and for an Order suspending or setting conditions on the Landlord's right to enter the rental unit.

The Tenant stated that on May 16, 2019 the Dispute Resolution Package and evidence he submitted to the Residential Tenancy Branch on May 11, 2019 were sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

In June of 2019 the Tenant submitted additional evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was personally served to the Landlord on June 09, 2019. The Landlord denies receiving any additional evidence from the Tenant. The Tenant was advised that the hearing would proceed; that I could not view the evidence he submitted in June of 2019; that he could speak about his evidence during the hearing; and that if, at any point during the hearing, he believed it was necessary for me to view his documents he could request an adjournment for the purposes of re-serving this evidence. The hearing was concluded without the Tenant requesting an adjournment.

On June 04, 2019 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was placed under the Tenant's door on June 23, 2019. The Tenant acknowledged receiving this evidence. The Tenant was asked if he need additional time to consider the Landlord's evidence. The Tenant stated that he was prepared to proceed and that he did not need additional time to consider the

Landlord's evidence. As the Tenant acknowledged receipt of the Landlord's evidence and he has had sufficient time to consider it, it was accepted as evidence for these proceedings.

On June 19, 2-019 the Landlord submitted additional evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was not served to the Tenant. As the evidence was not served to the Tenant, it was not accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each party affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided

Should the 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 issue an Order suspending or setting conditions on the Landlord's right to enter the rental unit?

Background and Evidence

After considerable discussion regarding the merits of the One Month Notice to End Tenancy that is the subject of these proceedings the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the tenancy will end, by mutual consent, on July 31, 2019;
- the Tenant will pay rent of \$350.00 for July of 2019;
- the Landlord will retain the Tenant's security deposit of \$350.00; and
- the Landlord will not charge the Tenant for cleaning the unit at the end of the tenancy, providing the Tenant does not damage the residential property prior to the end of the tenancy.

This settlement agreement was summarized for the parties on at least two occasions and both parties indicated that they agreed to resolve this dispute under these terms.

The Landlord and the Tenant both acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

All issues in dispute at these proceedings have been settled, by mutual consent, in accordance with the terms of the aforementioned settlement agreement.

Conclusion

On the basis of the terms of the aforementioned settlement agreement, I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on July 31, 2019. 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 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: June 25, 2019

Residential Tenancy Branch