



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR  
                             CNC, OLC  
                             CNC, LRE, OLC

### Introduction

On October 17, 2020, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) to cancel a 10-Day Notice to End Tenancy for unpaid rent (the “Notice”) issued on October 13, 2020. The matter was set for a conference call.

On October 24, 2020, the Tenants submitted a second Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) to cancel a One-Month Notice to End Tenancy for Cause (the “Notice”) issued on October 15, 2020, to request the Landlord’s right to enter the rental unit be restricted or suspended, and for an order for the Landlord to comply with the Act. The matter was joined with the Tenants’ first application to be heard at the same time during the scheduled conference call.

On December 9, 2020, the Tenants submitted a third Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) to cancel a One-Month Notice to End Tenancy for Cause (the “Notice”) issued on November 30, 2020, and for an order for the Landlord to comply with the Act. The matter was joined with the Tenants’ first application to be heard at the same time during the scheduled conference call.

Both the Landlord and one of the Tenants attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Should the Notice issued on October 13, 2020, be cancelled pursuant to section 46 of the *Act*?
- Should the Notice issued on October 15, 2020, be cancelled pursuant to section 47 of the *Act*?
- Should the Notice issued on November 30, 2020, be cancelled pursuant to section 47 of the *Act*?
- If not, Is the Landlord entitled to an order of possession pursuant to section 55 of the *Act*?
- Should the Landlord be ordered to comply with the *Act*?
- Should the Landlord's right to enter the rental unit be restricted?

### Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

During the hearing, both parties agreed that the Notice would be withdrawn, and expressed a desire to enter into a mutual agreement to end the tenancy.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Tenants will move out of the rental unit no later than February 28, 2021, at 1:00 p.m.
2. The Tenants will continue to pay rent as per their tenancy agreement, until their tenancy has ended in accordance with this settlement agreement.
3. The Tenants may issue the Landlords a 10-Day written notice to end the tenancy before February 28, 2021.
4. If the Tenants exercises the above option, the Landlord will refund any portion of rent paid for that month, after the 10-Day notice period has expired, on a per diem basis.

5. Both parties agreed to remain respectful throughout the remainder of this tenancy and respect each other's right to the quiet enjoyment of the property.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

### Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenants, an **Order of Possession** dated **February 28, 2021**, will be granted to the Landlord to be served on the Tenants in accordance with this agreement.

### Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant an **Order of Possession** to the Landlords to be served on the Tenants effective not later than 1:00 p.m. on **February 28, 2021**. The Landlord is provided with this Order in the above terms, and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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: January 11, 2021

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Residential Tenancy Branch