



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, LRE

Introduction

The Tenant seeks the following relief in their application:

- Pursuant to s. 47 of the *Residential Tenancy Act* (the “Act”), an order cancelling a One-Month Notice to End Tenancy signed May 28, 2021.
- An order pursuant to s. 62 that the Landlord comply with the *Act*.
- An order pursuant to s. 70 limiting the Landlord’s right of entry to the rental unit.

C.I. appeared as agent for the Landlord. J.P., caretaker for the Landlord at the subject residential property, appeared as witness for the Landlord. F.K. appeared on his own behalf as Tenant and was assisted by C.W. as his advocate. J.C. and G.R., both social workers, attended to provide support for the Tenant and, in the case of J.C., as witness for the Tenant.

Preliminary Issue – Amending Style of Cause

The Tenant’s application named a D.B. as his landlord. It was confirmed with the Landlord’s agent, C.I., that the Landlord is properly the one listed in the One-Month Notice to End Tenancy that is the subject matter of this dispute. No objections were raised by the Tenant with respect to amending the style of cause reflecting the Landlord as named in the One-Month Notice to End Tenancy. I order that the style of cause be amended to reflect the property manager as listed in the One-Month Notice to End Tenancy signed on May 28, 2021.

Settlement

Pursuant to section 63 of the Act, I 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.

At the outset of the hearing, C.W. broached the topic of settling and the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The Tenant will give vacant possession of the rental unit to the Landlord by no later than 1:00 PM on December 31, 2021.
2. The Tenant agrees to address the cleanliness issues in his rental unit and will ask for third party assistance in cleaning his rental unit.
3. In the event that the Tenant fails to clean his rental unit, the Landlord may seek to end the tenancy sooner than December 31, 2021 at 1:00 PM.
4. The Landlord shall have right to access the rental unit without notice to the Tenant for the purposes of inspecting the rental unit's cleanliness on two (2) occasions per month until the tenancy ends.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

In accordance with the parties' agreement, I hereby grant an order for possession which takes effect at **1:00 PM on December 31, 2021** or, in the event that the Tenant fails to clean the rental unit, within two (2) days of being notified in writing of the same by the Landlord. I further order that the Landlord shall have right to access the rental unit on **two (2) occasions** per month until the tenancy ends.

Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

If the Tenant does not comply with the order for possession when it takes effect, it may be 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: September 29, 2021

Residential Tenancy Branch