



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAXSAVE REAL ESTATE SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT CNC ERP RR FF

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenant applied for more time to make an application to cancel a Notice to End Tenancy, to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice"), for an order directing the landlord to make emergency repairs for health or safety reasons, to allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided, and to recover the filing fee.

The tenant and two agents for landlord (the "agents") attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Settlement Agreement

During the hearing, the parties agreed to settle all matters described in the tenant's application, on the following conditions:

1. The parties agree that the tenancy will end on **April 30, 2014 at 1:00 p.m.** The landlord is granted an order of possession effective **April 30, 2014 at 1:00 p.m.** The landlord must serve the tenant with the order of possession.
2. The tenant withdraws his application in full and agrees that by withdrawing his application, he will not be re-applying for the same remedies again related to this tenancy.
3. The parties mutually withdraw the 1 Month Notice dated December 16, 2013.

4. The parties agree that prior written notice to enter the rental unit will be provided by the landlord to the tenant in accordance with section 29 of the *Act*. The landlord also agrees to notify the tenant of any cancellation of any showings.
5. The landlord agrees to pay the tenant by cheque in the amount of **\$50.00** in compensation for the recovery of the tenant's filing fee **on or before February 28, 2014.**
6. The tenant is granted a monetary order in the amount of **\$50.00** as per #5 above, which will be of no force or effect if the amount owing has been paid in full according to #5 above, and the cheque is successfully cashed by the tenant by February 28, 2014.
7. The landlord agrees to continue with snow removal of the tenant's driveway.
8. The tenant agrees to not smoke in the rental unit, and agrees not to permit any guest from smoking in the rental unit.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their settlement agreement described above.

The landlord has been granted an order of possession effective April 30, 2014 at 1:00 p.m. and which must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The tenant has been granted a monetary order in the amount of \$50.00 as per #5 above, which will be of no force or effect if the amount owing has been paid in full according to #5 above, and the cheque is successfully cashed by the tenant by February 28, 2014. Should the tenant require enforcement of the monetary order, the monetary order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

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: February 17, 2014

Residential Tenancy Branch

