



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BONAVISTA MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

RECORD OF SETTLEMENT

Dispute Codes CNC

Introduction

This hearing was convened in response to an application by the tenant dated May 06, 2014 to cancel a Notice to End Tenancy for Cause with an effective date of May 31, 2014. Both parties attended the conference call hearing. The landlord testified they provided an abundance of late evidence to this matter upon which the landlord relies to satisfy their burden of proof, 2 days before the hearing. The tenant acknowledged receiving the landlord's evidence several days before the hearing: inside the required 5 days before the hearing in accordance with the Rules of Procedures and timelines for submitting evidence. The parties testified that they have a history with a series of past Dispute Resolution Hearings respecting the same or similar issues giving rise to their current dispute. Having found the late evidence inadmissible, during the course of the hearing the parties discussed their dispute and reached agreement to settle the current dispute in mutual satisfaction of the tenant's application and the landlord's claims, and that I record the parties' settlement as per Section 63 of the Act, as follows.

1. The tenant and landlord agree that the tenant will allow the landlord access to the rental unit on **June 25, 2014 at 9:00 a.m.** in order for the landlord to clean the rental unit to the landlord's satisfaction.
2. The tenant and landlord agree to endeavour to co-operate from here on in respect to all matters of the tenancy relationship and all matters respecting the rental unit.

All, with the effect that the tenancy will continue and the landlord's Notice dated April 29, 2014 is of no effect.

Conclusion

The parties agreed to mitigate their dispute in accordance with the stated terms. The Notice to End dated April 29, 2014 is null and of no effect. The landlord is at liberty to issue a new valid Notice to End.

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 23, 2014

Residential Tenancy Branch

