



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BAY STREET PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION AND RECORD OF SETTLEMENT**

### **Dispute Codes:**

Tenant: CNC, MNDC, OLC, FF  
Landlord: OPC, OPB, O, FF

### **Introduction**

This hearing was convened in response to cross – applications by the parties pursuant to the *Residential Tenancy Act* (the Act). Both parties attended the hearing and provided their testimony. The tenant and landlord agreed to the exchange of their respective evidence and each acknowledged they had reviewed the evidence of the other. The tenant acknowledged they did not advance document evidence to corroborate or otherwise required to support their monetary claim. In addition, despite the landlord filing their cross application late, I allowed their application as the application did not seek a remedy which would otherwise not be available to them within this hearing. The landlord did not need to file an application so as to achieve what they were seeking, as their application could be accommodated within this matter. At the outset, the landlord orally requested an Order of Possession in the event I upheld their Notice to End in this matter or dismissed the tenant's application to cancel the Notice.

However, during the course of the hearing the parties briefly discussed their dispute and confirmed they agreed to settle all the issues of this matter in dispute to their full satisfaction and to the full satisfaction of both parties; and, that I record their settlement as per Section 63 of the Residential Tenancy Act, as follows:

1. the tenant and landlord agree that **this tenancy will end on or about September 15, 2015** at the time that a different rental unit - unit #213 - on the same residential property, at a reduced rent; or, a different unit within the same residential property mutually agreed by the parties, is ready for occupation by the tenant, and,
2. the landlord agrees that until such time as the tenant vacates the current rental unit **the landlord of this matter will not smoke on their balcony.**

### **Conclusion**

Effectively, the tenant's monetary claim for loss is dismissed. The application of the landlord is dismissed. The parties agree the current tenancy will end and the tenant will occupy a different rental unit at a reduced amount of rent. In addition the Resident Manager will not smoke on their balcony until the tenant vacates the current rental unit. As the parties were able to mutually resolve their dispute I decline to grant recovery of filing fees.

**This Decision and Settlement Agreement is final and binding on both parties.**

*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: August 31, 2015

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Residential Tenancy Branch

