



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SANDY CREEK HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes LANDLORD: OPC, FF
TENANT: CNC, O

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed seeking to end the tenancy, to receive an Order of Possession and to recover the filing fee for this proceeding.

The Tenant filed seeking an order to cancel the Notice to End Tenancy and for other considerations.

At the start of the hearing the Tenant's Advocate requested an opportunity for a settlement agreement. During the course of the discussions, the parties reached an agreement to settle these matters, on the following conditions:

1. The Landlord and the Tenant agree to continue the tenancy as agreed in the tenancy agreement on the following conditions.
2. The parties agreed to deal honestly with each other.
3. The Tenant agreed he would not sublet the rental unit from now on.
4. The Tenant agreed he would pay the Landlord for damages caused by a guest of the Tenant in the amount of \$469.50. The Tenant and the Landlord agreed the Tenant can pay this amount in installments of \$50.00 per month or in lump sum payments by the Tenant's choice with no penalty. Further these payments are for damages and are not considered part of the rent or a rent increase.

5. The Tenant agrees he will obtain permission from the Landlord for any guests staying in the Tenant's rental unit for three or more days.
6. Both parties agree this is full and final settlement of both the Landlord's application and the Tenant's application.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlord and the Tenant agreed to the above arrangement.

As no further action is required on this file, the file is closed.

Conclusion

The Parties agreed to continue the tenancy on the above conditions.

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: July 06, 2016

Residential Tenancy Branch