



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREATER VICTORIA HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, O

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated November 30, 2016 ("1 Month Notice"), pursuant to section 47; and
- other unspecified remedies.

The landlord's two agents, "landlord YB" and "landlord RM" (collectively "landlord"), the tenant and his advocate, FA (collectively "tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Landlord YB confirmed that she was the manager of tenant relations and landlord RM confirmed that he is the director of property operations, both for the landlord company named in this application and that they both had authority to represent it as agents at this hearing. The tenant confirmed that his advocate had authority to speak on his behalf at this hearing. This hearing lasted approximately 61 minutes in order to allow both parties to fully engage in settlement negotiations.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator 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. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant agreed to not smoke cigarettes or marijuana in the rental unit or at the rental property;
2. Both parties agreed that this tenancy will end by 1:00 p.m. on May 31, 2017, by which time the tenant and any other occupants will have vacated the rental unit, in the event that the tenant abides by condition #1 of the above settlement. In that event, the landlord's 1 Month Notice is cancelled and of no force or effect;
3. Both parties agreed that this tenancy will end pursuant to a fifteen (15) day Order of Possession, if the tenant does not abide by condition #1 of the above settlement;
4. Both parties agreed that the following criteria will be used by the landlord to determine whether the tenant has violated condition #1 above;
 - a. if the tenant is found to be smoking cigarettes or marijuana at the rental unit after the landlord conducts an inspection of the rental unit;
 - b. if the tenant is visually seen to be smoking cigarettes or marijuana at the rental property by the landlord;
 - c. if the tenant is seen to be smoking cigarettes or marijuana at the rental property by a person other than the landlord, then the landlord will conduct an investigation into the report first to determine whether the tenant was smoking;
5. The landlord agreed to provide an honest reference to any potential housing inquiries regarding the tenant;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached fifteen (15) day Order of Possession to be used by the landlord **only** if the tenant does not abide by conditions #1, #2, or #3 of the above settlement. The tenant must be served with this Order in the event that the tenant does not abide by conditions #1, #2, or #3 of the above settlement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant abides by condition #1 of the above settlement, I find that the landlord's 1 Month Notice, dated November 30, 2016, is cancelled and of no force or effect. In that event, this tenancy continues only until 1:00 p.m. on May 31, 2017.

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: January 13, 2017

Residential Tenancy Branch