



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, ERP, RP

### 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
- an order requiring the landlord to perform emergency and regular repairs, pursuant to section 33.

The tenant and his advocate, DS (collectively "tenant") and the landlord attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenant confirmed that his advocate had authority to speak on his behalf at this hearing. The landlord's witness, "KM," did not testify at this hearing. KM called in to the hearing and I advised him at the outset that he could not listen to the proceedings while they were ongoing. I obtained the witness' telephone number to call him later during the hearing and he then exited the conference call. KM's testimony was not necessary as the parties settled the matter between themselves.

The hearing began at 11:12 a.m. instead of 11:00 a.m. as scheduled, as I was concluding another prior hearing and was unable to call in to this hearing on time. This hearing concluded at approximately 11:43 a.m.

The landlord confirmed receipt of the tenant's application for dispute resolution package and the tenant confirmed receipt of the landlord's written evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's written evidence.

### 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. Both parties agreed this tenancy will end by 1:00 p.m. on February 28, 2017, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed to inspect the front door at the rental unit by January 23, 2017, and to perform any necessary repairs if there is a problem with access to the rental unit;
3. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on February 28, 2017. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on February 28, 2017. 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.

The landlord's 1 Month Notice, dated November 30, 2016, is cancelled and of no force or effect.

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 16, 2017

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Residential Tenancy Branch