



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT CNC MNDC

Preliminary Issues

The parties confirmed the respondent named on the Tenant's application was an employee or Agent of the corporate Landlord. Neither party disputed the corporate Landlord's name being added as a respondent to this dispute. Accordingly, the style of cause was amended to include the corporate Landlord's name, in accordance with section 64 (3)(c) of the *Act*.

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenant on May 2, 2016. The Tenant filed seeking an order for more time to file his application, to cancel a 1 Month Notice to end tenancy for cause, and a Monetary Order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

The hearing was conducted via teleconference and was attended by the Tenant and the Landlord. Each person gave affirmed testimony and confirmed receipt of documents served by each other. I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

Issue(s) to be Decided

1. Have these parties agreed to settle these matters?
2. If so, what are the terms of the settlement agreement?

Background and Evidence

The Tenant entered into a month to month tenancy agreement that began on April 1, 2011. As per the written tenancy agreement rent began at \$280.00 plus cablevision of \$21.02 and is payable on or before the first of each month.

During the course of this proceeding the parties agreed to settle these matters.

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 achieved a resolution of their dispute on the following terms:

- 1) The Tenant agreed to withdraw his application for Dispute Resolution in favour of this agreement;
- 2) The Landlord agreed to withdraw the 1 Month Notice to end tenancy issued April 15, 2016 in favour of this agreement;
- 3) The Tenant agreed for the duration of his tenancy, he would no longer bring anyone into his rental unit, or onto the Landlord's property, to view or to pick up possessions the Tenant was giving away or selling;
- 4) The Tenant agreed, for the duration of his tenancy, he would only allow viewing, transfer possession of; or hand over any or all possessions he was giving away or selling, on the public sidewalk or at any other location that is not owned or operated as the Landlord's property;
- 5) Each person acknowledged their understanding that this settled Decision resolves the matters contained in the Tenant's application relating to the request to cancel the 1 Month Notice to end tenancy issued April 15, 2016 and no findings were made on the merits of the said application for Dispute Resolution; and
- 6) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

In the event the Landlord obtains irrefutable evidence that the Tenant is not complying with the terms of the above listed settlement agreement the Landlord may serve the Tenant the enclosed Order of Possession.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the *Act*. This decision is final, legally binding, and 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 01, 2016

Residential Tenancy Branch