



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

A hearing was convened based on the tenant's application pursuant to s. 47(4) of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's notice to end tenancy for cause.

Both the tenant and the landlord attended the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The landlord withdraws both his written notice to end tenancy dated April 30, 2017 and his 1 Month Notice to End Tenancy for Cause dated May 19, 2017.
2. The tenant withdraws his application to dispute the landlord's notice to end tenancy for cause.
3. The tenancy will continue until it is ended in accordance with the Act, on the condition that tenant pays outstanding June rent by cash or certified cheque or bank draft no later than June 23, 2017.

4. Provided that the tenant pays the rent owing for June as set out above, the landlord:
 - a. withdraws the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued in June, 2017;
 - b. withdraws his application based on that 10 Day Notice (RTB File No. 263729, with a hearing scheduled for Monday, August 21, 2017 at 11:00 pm); and,
 - c. cancels the RTB hearing scheduled for August 21, 2017.
5. The parties agree that rent for each month is now due on the last day of the prior month, so that the tenant will pay rent due for July, 2017 on or before June 30, 2017, and so on.
6. The parties agree that the tenant will pay rent in cash or certified cheque or bank draft.
7. The tenant will, no later than June 23, 2017, put the rubber mat provided to him by the landlord under his truck in order to prevent any oil stains on the concrete below.
8. The tenant will, no later than June 30, 2017, remove his belongings from the utility room and from the storage shed/lean-to attached to the shop.
9. The tenant will, no later than June 30, 2017, remove the unlicensed vehicle from the rental unit driveway/parking.
10. The tenant agrees that he is entitled to only one parking space for one vehicle.
11. The tenant will keep the rental unit property and common property, including the yard and parking areas, free of clutter.

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy or apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: June 22, 2017

Residential Tenancy Branch