



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC; CNC, OLC

Introduction

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

- an order of possession for cause, pursuant to section 55.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated November 15, 2017 ("1 Month Notice"), pursuant to section 47; and
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62.

The landlord, the landlord's agent, the tenant, and the tenant's agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing lasted approximately 73 minutes in order to allow both parties to negotiate a full settlement of both applications.

The landlord confirmed that his agent, who is his son, had permission to speak on his behalf at this hearing. The tenant confirmed that her agent, who is her daughter, had permission to speak on her behalf at this hearing.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

Settlement Terms

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 and orders. 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 that this tenancy continues until it is ended in accordance with the *Act*;
2. The landlord agreed that his 1 Month Notice, dated November 15, 2017, was cancelled and of no force or effect;
3. The landlord agreed to provide at least 24 hours' verbal or written notice to at least one of the tenant's two agents, prior to entering the tenant's rental unit;
 - a. During the hearing, both parties exchanged contact emails and phone numbers for the landlord, the landlord's agent and the tenant's two agents;
 - b. One of the tenant's agents appeared at this hearing and the other agent is the tenant's other daughter;
4. The tenant agreed to minimize contact with the tenants in units A and B of the rental building, as identified on the cover page of this decision;
5. The tenant agreed to be respectful in all communications with the landlord, the landlord's agents and other tenants in the rental building;
6. Both parties agreed that if any issues arise relating to the tenant or her tenancy, that they will have meetings with each other and provide the other party with follow-up letters documenting the meetings;
 - a. the above meetings will include the landlord and/or his agents and at least one of the tenant's two agents,
7. The landlord, the tenant and the tenant's agent agreed to meet at 9:00 a.m. on February 8, 2018 at the rental unit, to discuss the tenant's list of issues in the rental unit;
8. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications made 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

This tenancy continues until it is ended in accordance with the *Act*.

The landlord's 1 Month Notice, dated November 15, 2017, 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: February 05, 2018

Residential Tenancy Branch