



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

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; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord and his agent and the tenant and her advocate 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 landlord confirmed that his agent had permission to speak on his behalf and the tenant confirmed that her advocate had permission to speak on her behalf at this hearing. This hearing lasted approximately 61 minutes in order to allow both parties to negotiate a full settlement of this application.

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

The tenant stated that she did not receive the landlord's written evidence package. The landlord said that it was not served to the tenant. As this matter settled between the parties, I do not find it necessary to record findings of service regarding the landlord's written evidence package.

The tenant confirmed receipt of the landlord's 1 Month Notice to End Tenancy for Cause, dated November 23, 2017 ("1 Month Notice"). Neither party provided a copy of the notice but both parties agreed about the details of it. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 1 Month Notice.

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 their dispute:

1. The tenant agreed to advise the landlord if there is any change in her contact information;
2. The tenant agreed to remove the two bikes that are blocking the access in the hallway outside her rental unit, by February 23, 2018;
3. The tenant agreed to advise the landlord if anyone will be staying in her rental unit for more than a day while the tenant is away from the rental unit;
4. The landlord agreed that his 1 Month Notice, dated November 23, 2017, is cancelled and of no force or effect;
5. Both parties agreed that this tenancy is continuing until it is ended in accordance with the *Act*;
6. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
7. The landlord agreed that this settlement agreement constitutes a final and binding resolution of his application 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

The landlord's 1 Month Notice, dated November 23, 2017, is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

The landlord must bear the cost of the \$100.00 filing fee paid for this application.

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 23, 2018

Residential Tenancy Branch