



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC

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 January 28, 2018 ("1 Month Notice"), pursuant to section 47.

The landlord did not attend this hearing, which lasted approximately 60 minutes. The landlord's agent ("landlord") and the tenant 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 she had permission to speak on behalf of the landlord, who she said is her husband, as an agent at this hearing and the landlord provided a signed authorization letter to this effect.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's written evidence package. 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 package.

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 landlord agreed that the landlord's 1 Month Notice, dated January 28, 2018, is cancelled and of no force or effect;

2. Both parties agreed that this tenancy is continuing until it is ended in accordance with the *Act*;
3. The tenant agreed to pay the landlord \$600.00 in monthly rent, effective as of April 1, 2018, until it is legally changed in accordance with the *Act*;
4. If the landlord believes that the tenant, or a person permitted on the property by the tenant, is smoking inside the rental unit or at the rental property:
 - a. the landlord may attend at the rental unit and if the tenant is present, he will permit immediate entry into the rental unit for inspection by the landlord;
 - b. the landlord may attend at the rental unit and if the tenant is not present, then the landlord may provide written notice to the tenant, in accordance with sections 29 and 88 of the *Act*, to inspect the rental unit;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application 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 January 28, 2018, is cancelled and of no force or effect.

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

I order that the rent for this rental unit is \$600.00 per month, effective as of April 1, 2018, until it is legally changed in accordance with the *Act*.

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: March 08, 2018

Residential Tenancy Branch