



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 tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated February 15, 2018 ("1 Month Notice"), pursuant to section 47.

The landlord and the two tenants 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 46 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package and the tenants 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 tenants' application and the tenants were 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. Both parties agreed that this tenancy is continuing until it is ended in accordance with the *Act*;
2. The landlord agreed that his 1 Month Notice, dated February 15, 2018, is cancelled and of no force or effect;
3. The tenants agreed that they will only have two cats maximum at the rental property for the remainder of this tenancy;
4. The tenants agreed to pay the landlord a rent increase of 5% each year beginning on June 1, 2018;

5. The tenants agreed to put the cable television for the rental property in their own name and to pay the cable company directly as of June 1, 2018;
6. The tenants agreed to keep the peace with the other tenants at the rental property for the remainder of this tenancy;
7. The tenants will ensure that only 10 occupants, including the two tenants in this application, will be living at the rental property at any given time as per the BC Fire Code;
8. The landlord agreed to give the tenants at least 24 hours' written notice prior to entering the rental property;
9. The landlord agreed to recognize the tenants' lease agreement registered at the Land Titles Office and to recognize the tenants as "tenants" rather than "lodgers";
10. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their 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

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

The landlord's 1 Month Notice, dated February 15, 2018, is cancelled and of no force or effect.

I order both parties to comply with the settlement terms as outlined above.

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 16, 2018

Residential Tenancy Branch