



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFICA HOUSING ADVISORY ASSOCIATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OLC, LRE

Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated May 12, 2017 ("10 Day Notice"), pursuant to section 46;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application, pursuant to section 72.

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 he was the executive director for the landlord company named in this application and that he had permission to speak on its behalf as an agent at this hearing. 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 tenant's application 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 10 Day Notice, dated May 12, 2017, 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. Both parties agreed that the tenant's rental unit inspections will only be conducted between 10:00 a.m. and 5:00 p.m.;
4. Both parties agreed to abide by section 29 of the *Act*;
 - a. The landlord agreed to provide the tenant with at least 24 hours written notice prior to entering the rental unit with the exception that the tenant can waive the written notice by giving the landlord permission to enter the rental unit at the time of entry;
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 10 Day Notice, dated May 12, 2017, is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

I order both parties to abide by section 29 of the *Act* for the remainder of this tenancy.

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: May 30, 2018

Residential Tenancy Branch