



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NOQUITS PROPERTY MANAGEMENT SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, FFT

Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (One Month Notice) pursuant to section 47 of the *Act*;
- an Order for the landlord to comply with the *Act*, regulation and/or tenancy agreement pursuant to section 62 of the *Act*; and
- recovery of the filing fee for this application pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord's agent I.A. (herein referred to as "the landlord") attended the hearing on behalf of the corporate landlord.

As both parties were present, service of documents was confirmed. The landlord confirmed receipt of the tenant's Notice of Dispute Resolution Proceeding and evidence materials served by Canada Post registered mail, and the tenant confirmed receipt of the landlord's evidence package served by Canada Post registered mail. As such, I find that both parties were served with the documents for this hearing in accordance with section 89 of the *Act*.

Issue(s) to be Decided

Should the landlord's One Month Notice to End Tenancy for Cause be cancelled? If not, is the landlord entitled to an Order of Possession on the basis of the Notice to End Tenancy?

Should the landlord be ordered to comply with the *Act*, regulation and/or the tenancy agreement?

Is the tenant entitled to recover the filing fee for this application?

Analysis

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 or an order. 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. This tenancy will end at 1:00 p.m. on October 15, 2018, by which time the tenant and any other occupants will have vacated the rental unit.
2. The tenant will pay rent in the amount of \$825.00 for the portion of rent owed for the month of October 2018.
3. The parties agreed to conduct a move-out condition inspection of the rental unit at 2:00 p.m. on October 14, 2018. The tenant and either the landlord's agent I.A. or K.D. will attend to conduct the inspection.
4. The parties agreed that ONLY the tenant, or a person designated by the tenant, shall show prospective new renters through her rental unit.
5. The parties agreed to the following pre-arranged schedule for the showing of the rental unit to prospective new renters, beginning on August 19, 2018 through to September 9, 2018:
 - a. Sundays from 3:00 p.m. to 4:00 p.m.
 - b. Wednesdays from 6:00 p.m. to 7:00 p.m.
6. The landlord shall provide the tenant with 24 hours notice to confirm if a scheduled showing time is cancelled in the event there are no prospective tenants scheduled to view the rental unit. As well, the landlord will provide the tenant with the names of the prospective tenants scheduled to view the rental unit.
7. This tenancy ends by way of this settlement and both parties agree that: the landlord's One Month Notice dated June 9, 2018 is cancelled and of no further

force or effect; and the tenant's application for dispute resolution in its entirety is cancelled.

8. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenant's application, the landlord's notice, and all issues currently under dispute at this time, and that they agreed free of any duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the Act, and the associated regulations.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant fails to vacate the rental unit **by 1:00 p.m. on October 15, 2018**. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's One Month Notice dated June 9, 2018 is cancelled and is 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: August 13, 2018

Residential Tenancy Branch