



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47; and
2. An Order for the Landlord to comply - Section 62.

Both Parties attended the conference call hearing and gave evidence under oath. During the Hearing the Parties resolved the dispute through a settlement agreement. The Parties confirmed at the end of the hearing that the settlement agreement was made on a voluntary basis and that the Parties understood the nature of this full and final settlement of this dispute.

Agreed Facts

The tenancy began on July 17, 2018. At the outset of the tenancy, the Landlord collected a security deposit of \$600.00. There is no written tenancy agreement. On August 27, 2018 the Landlord served the Tenant with a one month notice to end the tenancy for cause.

Settlement Agreement

The Parties mutually agree as follows:

1. **The Tenant or any person allowed on the property by the Tenant will not:**
 - **smoke any combustibles in the unit;**

- smoke any cannabis anywhere on the property;
- 2. The Tenant will pay monthly rent of \$1,200.00 on the first day of each month;
- 3. The Tenant will not have use of the garage;
- 4. The Landlord will immediately ensure that the thermostat controlling the heat to the Tenant's unit will be set at no less than 23 degrees Celsius from 6:00 a.m. to midnight and at no less than 20 degrees Celsius from midnight to 6:00 a.m. until the tenancy ends;
- 5. The Landlord will provide the Tenant with a written tenancy agreement for signature using the tenancy agreement provided by the Residential Tenancy Branch with no addendum and with rent to include the following items: water, electricity, heat, sewer, garbage pick-up, recycling, kitchen scrap collection, free laundry, fridge, stove, oven, window coverings and parking. The use of the garage will not be included with the rent on this tenancy agreement;
- 6. The Landlord will provide the above written tenancy agreement to the Tenant's support person for review in advance of providing the agreement to the Tenant for signature;
- 7. The Tenant will pay the rental arrears of \$1,200.00 for October 2018 rent no later than 5:00 p.m. on October 16, 2018 and upon this payment of the rental arrears the tenancy will be reinstated and the Tenant will sign the written tenancy agreement that was provided earlier to the Tenant's support person for review;
- 8. The tenancy will end no later than 1:00 p.m. on November 30, 2018; and
- 9. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the settlement may be recorded in the form of a decision or

order. In order to give effect to the settlement recorded above I grant the Landlord an order of possession effective 1:00 p.m. on November 30, 2018.

Conclusion

The Parties have settled the dispute.

I grant the Landlord an order of possession effective 1:00 p.m. on November 30, 2018.

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: October 16, 2018

Residential Tenancy Branch