



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 July 20, 2018 ("1 Month Notice"), pursuant to section 47.

The landlord's two agents, landlord DM ("landlord") and "landlord MM," the tenant and the tenant's articulated student representative attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Landlord MM did not testify at this hearing. The landlord confirmed that he had permission to speak on behalf of the landlord named in this application, as an agent. The tenant confirmed that his articulated student representative had permission to speak on his behalf at this hearing. This hearing lasted approximately 65 minutes.

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 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 tenant agreed that he will clean his rental unit, including his balcony, so that it is not a fire or safety hazard;

2. Both parties agreed that the landlord and a representative from the fire department will inspect the tenant's rental unit by October 31, 2018 ("first inspection"), after first providing proper notice to the tenant in accordance with section 29 of the *Act*;
3. At the first inspection, the landlord agreed that the representative from the fire department will advise the tenant as to whether his rental unit and balcony comply with fire and safety standards or if any further remediation is required by the tenant;
4. The landlord agreed that the landlord and a representative from the fire department will re-inspect the tenant's rental unit in the event that further remediation is required as above ("second inspection"), at least 7 days or more after the first inspection date;
5. If the representative from the fire department determines at the second inspection that the tenant's rental unit does not comply with applicable fire and safety standards, the representative is required to issue their findings in writing to both parties, and the tenant is required to vacate the rental unit;
6. The tenant agreed that he will not communicate with the "three occupants" in the rental units listed on the cover page of this decision, unless they communicate with the tenant first;
7. The tenant agreed that he will not repair or tamper with the electrical in his rental unit or at the rental building, causing a fire hazard;
8. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenant abides by conditions #1 AND #5 AND #6 AND #7 above. In that event, the landlord's 1 Month Notice, dated July 20, 2018, is cancelled and of no force or effect;
9. Both parties agreed that this tenancy will end pursuant to a fourteen (14) day Order of Possession, which expires on October 16, 2019, if the tenant does not abide by conditions #1 OR #5 OR #6 OR #7 above;
10. The tenant is permitted by the landlord to visit the second and third floors of the rental building for purposes other than communicating with the three occupants;
11. The tenant agreed to ensure that his rental unit maintains health and cleanliness standards as per section 32 of the *Act*;
12. The landlord agreed that the tenant is permitted to have a bedsheet divider that separates two rooms inside his rental unit;
 - a. The tenant agreed to shorten the bedsheet divider so that it is away from the stove and other fire hazards, by October 19, 2018;
13. The landlord agreed, at his own cost, to install curtains by October 31, 2018, in place of the blinds at the window of the tenant's rental unit, not the sliding door;
 - a. once the landlord installs the curtains, the tenant agreed to remove the bedsheets at the window;
14. 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 this dispute. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion.

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settles their dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached fourteen (14) day Order of Possession to be used by the landlord **only** if the tenant does not abide by conditions #1 OR #5 OR #6 OR #7 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES on October 16, 2019** and it cannot be served upon the tenant after **October 16, 2019**. The tenant must be served with this Order in the event that the tenant does not abide by conditions #1 OR #5 OR #6 OR #7 of the above settlement. 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.

In the event that the tenant abides by conditions #1 AND #5 AND #6 AND #7 of the above settlement, I find that the landlord's 1 Month Notice, dated July 20, 2018, is cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

I order both parties to comply with all of the above settlement terms.

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