



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ATIRA PROPERTY MANAGEMENT INC
and [tenant name suppressed to protect privacy]

DECISION

<u>Dispute Codes</u>	Landlord:	OPC FF
	Tenant:	CNC

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”).

At the beginning of the hearing, the parties agreed that the corporate Landlord named in the Tenant’s Application is the correct party to be named. Accordingly, pursuant to section 64(3)(c) of the *Act*, and with the agreement of the parties, I amend the Landlord’s Application to reflect the correct name of the corporate Landlord.

The Landlord’s Application for Dispute Resolution was made on October 10, 2018. The Landlord applied for an order of possession based on a One Month Notice to End Tenancy for Cause, dated October 12, 2018 (the “One Month Notice”), and an order granting recovery of the filing fee, pursuant to the *Act*.

The Tenant’s Application for Dispute Resolution was also made on October 12, 2018. The Tenant applied for an order cancelling a cancelling the One Month Notice, pursuant to the *Act*.

The Landlord was represented at the hearing by L.B. and D.J., agents. The Tenant attended the hearing on his own behalf and was assisted by D.D., an advocate, and B.N., a social worker. L.B., D.J., the Tenant, and B.N. provided a solemn affirmation at the beginning of the hearing.

Settlement Agreement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but

that I could assist the parties to reach an agreement, which would be documented in my Decision and attached orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The Tenant agrees to take all reasonable steps to avoid any interaction with J.
2. The Tenant agrees to report all interactions with J. to the Landlord immediately.
3. The Tenant acknowledges and agrees there is a zero tolerance policy for violence in and on the rental property.
4. The parties acknowledge and agree that this is a “last chance” agreement and that no further opportunities to continue the tenancy will be offered.
5. The parties agree the respective Applications are withdrawn as part of this settlement agreement.
6. The Landlord agrees the One Month Notice is withdrawn as part of this settlement agreement.
7. The parties agree the tenancy will continue until otherwise ended in accordance with the *Act*.

This agreement was reached in accordance with section 63 of the *Act*. As this agreement was reached through negotiation, I decline to award recovery of either party.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described 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: November 22, 2018

Residential Tenancy Branch