



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause.

The Tenant stated that on December 21, 2018 the Application for Dispute Resolution and the Notice of Hearing were sent to the Landlord, via email. The Landlord acknowledged receipt of these documents and I therefore find that they were sufficiently served pursuant to section 71(2)(c) of the *Residential Tenancy Act (Act)*.

In November and December of 2018 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord, via email. The Landlord acknowledged receipt of the evidence, with the exception of the One Month Notice to End Tenancy, although he has his own copy of this document. All of the evidence the Landlord acknowledged receiving was accepted as evidence for these proceedings, pursuant to section 71(2)(c) of the *Act*

On January 02, 2019 and January 09, 2018 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was served to the Tenant, via email. The Tenant acknowledged receipt of the evidence. As the Tenant acknowledged receipt of the evidence, it was accepted as evidence for these proceedings, pursuant to section 71(2)(c) of the *Act*

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

Prior to discussing the merits of the One Month Notice to End Tenancy for Cause the parties mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The tenancy will end, by mutual agreement, on February 28, 2019; and
- The Tenant will not smoke or grow cannabis on the residential property for the remainder of the tenancy.

This agreement was summarized for the parties on at least two occasions and the parties clearly indicated that they agreed to resolve this dispute under these terms.

The Landlord and the Tenants both acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

The parties have settled all of the issues in in dispute at these proceedings in accordance with the aforementioned terms

Conclusion

On the basis of the aforementioned settlement agreement, I grant the Landlord an Order of Possession that is effective February 28, 2019. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 17, 2019

Residential Tenancy Branch