



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 127 SOCIETY FOR HOUSING and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing convened as a Tenant's Application for Dispute Resolution, filed on February 4, 2019, wherein the Tenant requested to cancel a 1 Month Notice to End Tenancy issued on January 30, 2019 (the "Notice").

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

The terms of their settlement follow.

Settlement and Conclusion

1. The Notice is withdrawn. The tenancy shall continue until ended in accordance with the *Residential Tenancy Act*.

2. By no later than Friday March 8, 2019 the Tenant shall provide an affidavit to the Landlord regarding the incidents on December 19 and 22, 2018 relating to the deactivation of the fire detection equipment in his rental unit. The Tenant also agrees that, if needed, he will appear as a witness for the Landlord in any future hearing relating to the December 19 and 22, 2018 incidents.
3. The Tenant shall pay the sum of \$2,090.00 to the Landlord representing compensation for the January 4, 2019 invoice relating to the deactivation of the fire detection equipment in his rental unit. The Tenant shall pay this sum at a rate of \$50.00 per month on the 1st of each and every month commencing April 2019.
4. The Landlord is granted a Monetary Order in the amount of \$2,090.00.
 - a. Should the Tenant make the \$50.00 per month payments as required, the Landlord shall make no use of the Monetary Order.
 - b. Should the Tenant not pay as required:
 - i. the Landlord may treat the unpaid amount as rent and may issue a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities; and,
 - ii. the Landlord may also enforce payment of the full amount by serving the Monetary Order on the Tenant and enforcing the Monetary Order in the B.C. Provincial Court (Small Claims Division).

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: March 04, 2019

Residential Tenancy Branch