



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on March 08, 2019 (the “Application”). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated February 28, 2018 (the “Notice”). The Tenant also sought reimbursement for the filing fee.

The Tenant appeared at the hearing. An agent for the Landlord (the “Agent”) appeared with the Landlord’s husband and a witness. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The only evidence submitted for the hearing was a copy of the Notice submitted by the Tenant. I addressed service of the hearing package. The Agent said the Landlord received some but not all the hearing package. The Agent confirmed that it was clear to the Landlord that the Tenant was disputing the Notice.

There was no issue that there is a tenancy agreement between the parties in relation to the rental unit.

I heard from the witness first so that she could exit the conference call.

After hearing from the witness, I heard from the parties further and then raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final

and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and make any necessary orders. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

The parties did not have questions about the above and agreed to discuss settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Notice is cancelled.
2. The tenancy will end and the Tenant will vacate the rental unit no later than 1:00 p.m. on July 31, 2019.
3. Neither the Tenant nor his guests will smoke in the rental unit or within three meters of the house.
4. The Tenant will move his vehicle currently parked in the back within one month of the date of this decision.
5. The Tenant is permitted to deduct \$50.00 from one future rent payment as reimbursement for half of the \$100.00 filing fee.
6. All other rights and obligations of the parties under the tenancy agreement will continue until 1:00 p.m. on July 31, 2019.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is granted an Order of Possession for the rental unit which is effective at 1:00 p.m. on July 31, 2019. If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenant with this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

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

Dated: April 26, 2019

Residential Tenancy Branch