



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNC FFT OLC**

### Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- An order requiring the landlord to comply with the *Act*, regulations, and/or tenancy agreement pursuant to section 62;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

**The Parties mutually agreed as follows:**

1. The tenancy agreement between the parties which began in October 2016 will continue subject to the terms of this agreement, the *Act* and regulations;
2. The tenants agreed that they will stop smoking marijuana in or near their unit or in or near the building in which the unit is located;
3. The landlord agreed to permit odorless vaping on the unit's deck;
4. The tenants agreed that if the landlord receives a written complaint about odor/smoke caused by marijuana smoking by the tenants on or before February 28, 2020, the landlord will immediately provide a copy of the complaint to the tenants, and the tenants will vacate the unit on or before 1:00 PM on the last day of the month following receipt of the complaint;
5. The parties agreed that to give effect to this agreement, the landlord is issued an order of possession for the unit which expires in 6 months, that is by 1:00 PM on February 28, 2020.

To give effect to this agreement, I issue to the landlord the attached order of possession which expires at 1:00 PM on February 28, 2020. The order of possessions must be served upon the tenants, **ONLY** if the tenants fail to comply with the terms of this agreement. If the tenant does not comply with the order of possession, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that court.

The offer was fully discussed in a 50-minute hearing. Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

I issue to the landlord the attached order of possession which expires at 1:00 PM on February 28, 2020. The order of possessions must be served upon the tenants, **ONLY** should the tenants fail to comply with the terms of this agreement. If the tenant does not comply with the order of possession, the order may be filed in the Supreme Court of British Columbia and enforced 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 *Residential Tenancy Act*.

Dated: August 29, 2019

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Residential Tenancy Branch