



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AA PROPERTY MANAGEMENT LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes           CNC

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on October 04, 2019 (the "Application"). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated October 02, 2019 (the "Notice").

The Tenant and the Agent for the Landlord appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Tenant submitted evidence prior to the hearing. The Landlord did not. I addressed service of the hearing package and Tenant's evidence and no issues arose.

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

During the hearing, I 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 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 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. The written decision would become a final and legally binding agreement and the parties could not 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 confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Notice is cancelled.
2. The tenancy will continue under the following conditions:
  - a. The Tenant will not store items other than one (1) BBQ and one (1) table in the common area in front of the main entrance of the rental unit. The Tenant has two weeks from the date of the hearing to comply with this condition.
  - b. The Tenant will comply with orders of the insurance inspector in relation to items stored in the common area in front of the main entrance of the rental unit.
  - c. The Tenant will not store anything in the boiler room.
  - d. The Tenant will obtain tenant insurance for the rental unit within two weeks from the date of the hearing.
  - e. The only occupants of the rental unit will be the Tenant, F.F. and D.A. as noted on the front page of this decision. There will be no further occupants of the rental unit without the Landlord's written consent.
3. If the Tenant fails to comply with the above conditions, the Landlord may issue the Tenant a One Month Notice for Cause pursuant to section 47 of the *Act*.

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

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: November 14, 2019

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Residential Tenancy Branch