



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE BLOOM GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC

Introduction

This hearing dealt with an application by the landlord for an order of possession pursuant to a notice to end tenancy for cause.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented herself. The landlord was represented by their agent.

As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that she had not filed any evidence of her own. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy started in August 2016. The monthly rent is \$375.00 payable on the first of each month.

The tenant agreed that on July 30, 2019, she was served with a notice to end tenancy for cause and that she did not dispute the notice. At the start of the hearing the landlord indicated that that she was willing to allow the tenancy to continue if the tenant agreed to abide by certain rules. During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue on the following terms:

1. The tenant agreed to keep her rental unit clutter free and agreed not to bring any additional furniture into the rental unit without the written permission of the landlord.
2. The tenant agreed to allow the landlord to carry out a rental unit inspection every alternate Wednesday at 1:00pm. The parties agreed that these inspections will be carried out for the duration of one year ending on November 30, 2020.
3. The tenant agreed not to have any visitors between the hours of 11:00pm to 7:00am
4. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive landlord – tenant relationship.
5. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

The tenant would be wise to ensure that she abides by the terms of this agreement. I find it timely to put the tenant on notice that, if she does not comply with the terms of this agreement and another notice to end tenancy is issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator for consideration.

The parties have reached a settled agreement, as recorded above. This agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy. The notice to end tenancy is set aside and the tenancy will continue.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as per the terms of the above agreement.

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: November 18, 2019

Residential Tenancy Branch