



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOMELAND HOLDINGS LTD (aka HOMELAND HOLDINGS)  
and [tenant name suppressed to protect privacy]

## **DECISION AND RECORD OF SETTLEMENT**

**Dispute Codes** CNR AAT LAT LRE OLC

### **Introduction**

This hearing was convened in response to applications by the tenant under the *Residential Tenancy Act* (the Act) primarily seeking cancellation of a Notice to End Tenancy for Unpaid Rent dated November 21, 2019. The owner landlord and both occupants of the tenancy attended the conference call hearing. During the hearing the parties considered the matters at hand with view to a settlement.

### **Analysis**

**Section 63** of the *Residential Tenancy Act* provides that parties may settle their dispute during a hearing and an Arbitrator may record the settlement in the form of a Decision or Order. Pursuant to this provision, the parties turned their minds to compromise and some discussion during the hearing led to a resolution. Specifically,

*The parties agreed to, and each confirmed to me, as follows;*

- 1. The landlord agrees that the tenancy may continue.*
- 2. The tenant will pay the outstanding rent for the months of December 2019 and January 2020, forthwith, and no later than January 10, 2020.*
- 3. The parties agree that the tenant will pay the above outstanding rent, and all future rent, by e-transfer utilizing thee-mail address provided and hereby stipulated on the Style of Cause ( the first page of this Decision).*
- 4. The tenants agree that they will not allow anyone, other than tenants of the residential property, to enter the building.*
- 5. The tenants agree that they will not use the building 'designated Fire Exit(s)' to routinely access or exit the building.*

- 6.** *The tenant agrees they will allow the landlord access to the unit, as necessary, so as the landlord can address repair or maintenance issues.*

Both parties testified they understood and agreed to the above terms as being a full and final resolve of the dispute.

So as to perfect the parties' agreement, **I Order** that the Notice to End Tenancy for Unpaid Rent dated November 21, 2019 is cancelled and of no effect.

### **Conclusion**

The parties resolved their dispute in the above terms, which comprise the full and final settlement of all aspects of this dispute.

**This Decision and settlement agreement are final and binding.**

*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: January 06, 2020

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Residential Tenancy Branch