



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ATIRA PROPERTY MANAGEMENT INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **CNC FFT**

### **Introduction**

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- An order to cancel a One Month Notice to End Tenancy for Cause ("Notice") pursuant to section 47; and
- Authorization to recover the filing fees from the landlord pursuant to section 72.

The landlord attended the hearing at the appointed time of 9:30 a.m., represented by property manager, LF. The tenant called into the hearing at 9:39 a.m. As both parties were in attendance, service of documents was confirmed. The landlord confirmed receipt of the tenant's application for dispute resolution and the parties acknowledged the exchange of evidence and stated there were no concerns with timely service of documents. Both parties were prepared to deal with the matters of the application.

### **Settlement Reached**

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenancy will end by mutual agreement at 1:00 p.m. on February 29, 2020 by which time the tenant and any other occupant will have vacated the rental unit.
2. The tenant's guest "NC" will be permitted to enter the tenant's rental unit anytime after 12:00 noon on any given day but must leave the rental unit before 6:00 p.m. the same day.
3. The tenant or the tenant's guests must not disturb, harass, or annoy another occupant of the residential property, the Society or a neighbour. The tenant or the tenant's guests must not cause or allow loud conversation or noise to disturb the quiet enjoyment of another occupant of the residential property or other person at any time and in particular between the hours of 1:00 pm and 9:00 am.
4. The rights and obligations of the parties under the *Act* continue until the tenancy ends.
5. The tenant agrees that he and guests permitted on the property by him will not smoke cigarettes or any other combustible substance inside the rental unit, on the balcony or patio, on the common areas or within 20 feet of the entrance of the building.

Both parties testified that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Section 72 of the *Act* indicates the decision to allow an applicant to recover the filing fee is discretionary upon the arbitrator. I decline to award the filing fee to the tenant.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession. I grant an Order of Possession to the landlord effective **February 29, 2020 at 1:00 p.m.** Should the tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 16, 2020

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Residential Tenancy Branch