



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WOODBINE HOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated November 26, 2019 ("1 Month Notice"), pursuant to section 47.

The landlord's agent ("landlord"), the tenant, and the tenant's advocate attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenant confirmed that his advocate had permission to speak on his behalf. The landlord confirmed that she was the manager for the landlord company named in this application and that she had permission to speak on its behalf. This hearing lasted approximately 31 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant's advocate confirmed receipt of the landlord's evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence package.

During the hearing, both parties confirmed that although the landlord company's name is a hotel, the tenant resides there as a tenant under a residential tenancy, not for vacation or travel accommodation. Both parties signed and provided a copy of their written residential tenancy agreement, which confirms the above. Therefore, I found that I had jurisdiction to deal with the tenant's application at this hearing.

Settlement Terms

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 and orders. 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. Both parties agreed that this tenancy continues under the terms of the original written tenancy agreement until it is ended in accordance with the *Act*;
2. The landlord agreed that the landlord's 1 Month Notice, dated November 26, 2019, was cancelled and of no force or effect;
3. The tenant agreed to be present when his guests are present at the rental unit and to escort his guests in and out of the rental building;
4. The tenant agreed that he will not give access to the rental unit or the rental building to the female person that both parties identified during this hearing;
5. The tenant agreed to have a maximum of two guests stay overnight at any given time at his rental unit and the tenant agreed that his guests cannot stay overnight every night;
6. The tenant agreed to lock the front door of his rental unit when he is not present at the rental unit;
7. The landlord and the tenant both exchanged their current phone numbers during this hearing, in an effort to foster future communication with each other regarding any issues or complaints for this tenancy;
8. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute.

Conclusion

This tenancy continues under the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

The landlord's 1 Month Notice, dated November 26, 2019, is cancelled and of no force or effect.

I order both parties to comply with all of the above settlement terms.

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 28, 2020

Residential Tenancy Branch