



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PIAHI DEVELOPMENTS INC
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* (the "*Act*") for an order to cancel a One Month Notice to End Tenancy for Cause ("Notice") pursuant to section 47.

The landlord was represented at the hearing by the building manager, VS ("landlord"). The tenant attended the hearing and was assisted by an advocate. 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.

Preliminary Issue

The tenant named the building manager as a respondent although the tenancy agreement is between himself and the corporate landlord shown on the cover page of this decision. In accordance with rule 4.2 of the Residential Tenancy Branch Rules of Procedure, I amended the tenant's application to reflect the incorporated name of the corporate respondent and removed the personally named building manager as a respondent in this proceeding.

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 parties agree that the tenant may store his bicycle trailer and box attachment in parking spot #205.
2. The tenant agrees that the trailer will be covered in a tarp, neatly tied down whenever it is on the property.
3. The landlord will notify the tenant if she sees the trailer in disarray.
4. The One Month Notice To End Tenancy for Cause is cancelled and of no further force or effect.
5. The rights and obligations of the parties under the *Act* continue until the tenancy ends.

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.

Conclusion

This dispute has been settled pursuant to section 63 of the *Act* in the above noted 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 03, 2020

Residential Tenancy Branch