



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPITAL J. MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a One Month Notice to End Tenancy for Cause.

The Tenant stated that the Dispute Resolution Package was placed in the Landlord's mail slot, although she does not recall the date of service. The Agent for the Landlord stated that he does not recall how or when the documents were served to the Landlord, although he acknowledges receiving them. On the basis of the undisputed evidence, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*.

On February 07, 2020 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was posted on the door of the rental unit, by a third party, on February 07, 2020. The Tenant stated that these documents were placed under her front door on February 07, 2020. As the Tenant acknowledged receiving this evidence, it was accepted as evidence for these proceedings.

The parties affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

After a brief discussion about the One Month Notice to End Tenancy for Cause that was the subject of these proceedings, the Agent for the Landlord and the Tenant agreed to resolve all issues in dispute at these proceedings under the following terms:

- the Tenant will have the rental unit professionally cleaned by April 30, 2020;
- the rental unit will be reasonably clean by April 30, 2020;
- the rental unit will be kept reasonably clean after April 30, 2020;
- the Landlord may inspect the rental unit every two weeks to ensure it is being kept reasonably clean; and
- the Landlord may serve another One Month Notice to End Tenancy for Cause if the rental unit is not kept in reasonably clean condition after April 30, 2020.

This agreement was summarized for the parties on at least two occasions and both parties indicated that they agreed to resolve this dispute under these terms.

The parties both acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

I find that the parties mutually agreed to settle this dispute in accordance with the terms of the aforementioned settlement agreement.

On the basis of the settlement agreement, I Order the Tenant to maintain the rental unit in reasonably clean condition after April 30, 2020. Both parties are hereby advised that the Landlord may serve the Tenant with a One Month Notice to End Tenancy for Cause, pursuant to section 47(1)(l) of the *Act*, if the Tenant breaches this Order.

Conclusion

All issues in dispute at these proceedings have been settled by mutual consent.

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 April 3, 2020

Residential Tenancy Branch