



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"). The Tenant applied for an order cancelling a One Month Notice to End Tenancy for Cause dated March 17, 2020 ("One Month Notice"). He also applied for relief in another matter relating to a previous Residential Tenancy Branch ("RTB") Order, with which the Tenant states the Landlord has not complied.

The Landlord, the Tenant and an advocate for the Landlord ("Advocate") appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. Two witnesses, one for the Landlord and one for the Tenant were also present, but neither provided any testimony.

During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the RTB Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The Landlord acknowledged that he received the Application and Notice of Hearing documents from the Tenant. The Tenant said he had not submitted any documentary evidence for this hearing. The Landlord said he had submitted some documentary evidence; however, he said he had not served it on the Tenant; therefore, I advised that I could not consider the Landlord's documentary evidence, due to rules of administrative fairness and RTB Rule of Procedure 3.15.

Preliminary and Procedural Matters

The Parties confirmed their email addresses at the outset of the hearing, and they confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Parties agree to mutually withdraw the One Month Notice dated March 17, 2020.
2. The Tenant agrees to withdraw his Application in full, as part of this mutually agreed settlement.
3. The Parties' previous RTB Order dated January 5, 2020, requiring the Landlord to have the heat pump in the rental unit inspected by an HVAC Certified Contractor is still in place ("Inspection"). The Landlord agrees to arrange for this Inspection to occur as soon as possible.
4. The Landlord agrees to give the Tenant 24 hours written notice of this Inspection posted on the rental unit door.
5. The Tenant agrees to vacate the rental unit for two hours prior to the HVAC Certified Contractor attending for the Inspection; and the Tenant agrees to stay away from the rental unit until the Inspection is finished and the Contractor is gone.
6. The Landlord agrees to provide the Tenant with a copy of the written Inspection report prepared by the HVAC Certified Contractor, as soon as possible after the Inspection, which report will include the Contractor's HVAC certification number.
7. The Tenant agrees to stop using portable heaters in the rental unit, once he has received the HVAC Certified Contractor's written Inspection report.
8. The Parties agree that the Tenant will continue to deduct \$50.00 from his rent each month until he receives a copy of the written Inspection report from the Landlord. Once he has received this report, the Tenant agrees to resume paying full rent, starting on the next date that rent is due to the Landlord.
9. The Parties agree that after the Inspection, the Landlord will show the Tenant how to operate the heat pump and will help him set the heat pump to the Tenant's desired temperature. The Landlord agrees to give the Tenant 24 hours

written notice of his attendance in the rental unit for this purpose; the Landlord agrees to post this 24 hours' notice on the rental unit door.

10. The Parties agree that the tenancy shall continue until ended in accordance with the Act.
11. The Parties agree that they entered into this Agreement completely voluntarily.
12. The Parties agree that they understand the binding nature of this full and final settlement of these matters.

This Settlement Agreement was reached in accordance with section 63 of the Act. The Parties confirmed at the end of the hearing that this Agreement was made on a voluntary basis and that the Parties understood the binding nature of this full and final settlement of these matters.

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement, and based on the above, I hereby Order that the One Month Notice to End Tenancy for Cause dated March 17, 2020 is cancelled and is of no force or effect.

I Order the Parties to comply with their Settlement Agreement described above.

The tenancy shall continue until ended in accordance with the Act.

This Decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 15, 2020

Residential Tenancy Branch