



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDCT

Introduction

This hearing was scheduled in response to the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for damage or compensation pursuant to section 67 of the *Act*.
- an order to cancel a One Month Notice for cause pursuant to section 47 of the *Act*.

Both parties, the landlord's representatives JD, LT, BM, AG and tenant with her medical representative SN attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlord confirmed receipt of the tenant's application for Dispute Resolution and receipt of her evidentiary package after it was hand delivered to the landlord's offices. The package was witnessed by the tenant's friend CF.

The tenant confirmed receipt of the landlord's evidentiary package after it was hand delivered to the tenant. As neither party raised an issue on service of documents, I find that both parties were served, and this satisfies the service requirements set out in sections 88 and 89 of the *Act*.

Amendment- Preliminary Issue

Section 2.3 of the *Residential Tenancy Branch Rules of Procedure* (the "Rules") states that claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

The tenant affirmed that she no longer wishes to apply for the monetary application for the security deposit. I find pursuant to section 67; the tenant's portion of this application is dismissed with leave to reapply.

Issues to be Decided

- Is the tenant entitled to cancel the One Month Notice for cause pursuant to section 47 of the *Act*?

Settlement

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.

During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. The agreement was read over to the parties to ensure that they understood the settlement.

The parties agreed to the following final and binding settlement:

1. The tenant agrees to move out of her current accommodation on Friday July 17, 2020 to alternative hotel accommodation provided by the landlord.
2. The landlord assures he will provide the tenant with a fridge under compassionate “exceptional and medical” grounds to store the tenant’s medical supplies and ice packs.
3. The landlord agrees that the tenant will be provided with a room with a bathroom in the hotel.
4. The landlord agrees that the tenant will return back to the original rental building once the landlord has completed all renovations within the requirements of the permits granted.
5. All rights and obligations of the parties under this tenancy agreement will continue until the tenancy ends, unless addressed above.

Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

The landlord and tenant affirmed that they understood that the above terms are legal, final, binding and enforceable.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

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: July 14, 2020

Residential Tenancy Branch