



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC

Preliminary Matter

With the consent of both parties, the Application for Dispute Resolution was amended to reflect the correct spelling of the Tenant's first name, as it was provided at the start of the hearing.

Introduction

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

Legal Counsel for the Tenant stated that on July 22, 2020 the Dispute Resolution Package and evidence the Tenant submitted to the Residential Tenancy Branch on July 20, 2020 were personally served to the Landlord's business address. The Agent for the Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On August 06, 2020 the Landlord submitted evidence to the Residential Tenancy Branch. The Caretaker stated that this evidence was personally served to the Tenant, on August 06, 2020. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

Legal Counsel for the Tenant stated that the Tenant had not provided her with copies of the evidence that was served to him on August 06, 2020. The Agent for the Landlord explained the general nature of this evidence.

On August 14, 2020 the Landlord submitted additional evidence to the Residential Tenancy Branch. The Caretaker stated that this evidence was personally served to the Tenant, on August 14, 2020. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

Issue(s) to be Decided

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

Background and Evidence

The Agent for the Landlord and the Tenant agree that the Tenant moved into the rental unit on, or about, April 13, 2018.

The Caretaker stated that a One Month Notice to End Tenancy for Cause was posted on the door of the rental unit on July 10, 2020. The Tenant acknowledged receiving this Notice on July 10, 2020.

The One Month Notice to End Tenancy for Cause, which was submitted in evidence, declares that the tenancy is ending because the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; the Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health or safety or lawful right of another occupant or the Landlord; and the Tenant has breached a material term of the tenancy agreement that has not been corrected within a reasonable time.

The One Month Notice to End Tenancy for Cause declares that the rental unit must be vacated by August 31, 2020.

After much private consultation between the Tenant and his legal counsel, the Agent for the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The tenancy will end, by mutual agreement, on October 31, 2020;
- For the remainder of the tenancy the Tenant will not interact with anyone in the residential complex that he is not currently friends with;
- For the remainder of the tenancy the Caretaker will respond to complaints from the Tenant regarding other tenants; and
- The Tenant understands that if his behaviour escalates the Landlord has the right to file an application to end the tenancy early.

This agreement was summarized for the parties on at least two occasions. The Agent for the Landlord and the Tenant each clearly indicated that they agreed to resolve all issues in dispute at these proceedings in accordance with the aforementioned

settlement agreement.

The Agent for the Landlord and the Tenant each acknowledged that they understood the agreement was final and binding.

The Agent for the Landlord and the Tenant each acknowledged that they understand they were not required to enter into this agreement and that they were entering into it voluntarily. After acknowledging this understanding, the Tenant commented that he felt he was being coerced into the agreement. Shortly thereafter he had another private consultation with legal counsel.

After the Tenant had a lengthy consultation with his legal counsel, he informed that that he was voluntarily agreeing to the terms of this settlement agreement. Legal Counsel stated that she has explained to the Tenant that he is not required to enter into the settlement agreement and that she has explained the possible consequences of not entering into a settlement agreement.

Analysis

I find that the parties have voluntarily entered into a settlement agreement that resolves all issues in dispute at these proceedings.

Conclusion

On the basis of the aforementioned settlement agreement, I grant the Landlord an Order of Possession that is effective on **October 31, 2020**. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 25, 2020

Residential Tenancy Branch