



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIRSTSERVICE RESIDENTIAL
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated July 29, 2020 ("1 Month Notice"), pursuant to section 47; and
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62.

The landlord's agent ("landlord") and the tenant's agent ("tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she was the property manager for the landlord company named in this application and that she had permission to speak on its behalf. The tenant confirmed that she had permission to represent the tenant named in this application, who is her father. This hearing lasted approximately 45 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence.

Settlement Terms

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 and orders.

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 tenant agreed that he will not smoke at the rental property for the remainder of this tenancy;
2. Both parties agreed that this tenancy will end by 1:00 p.m. on December 31, 2020, by which time the tenant and any other occupants will have vacated the rental unit, in the event that the tenant abides by condition 1 above;
3. Both parties agreed that this tenancy will end pursuant to a twenty-one (21) day Order of Possession, if the tenant does not abide by condition 1 above;
4. Both parties agreed that the landlord has to immediately provide the tenant with photographic evidence of him actually smoking at the rental property, in order to prove a violation of condition #1 above;
5. Both parties agreed that the tenant is permitted to vacate the rental unit earlier than December 31, 2020, if he first gives at least 30 days written notice, on the day before rent is due, to the landlord;
6. The landlord agreed that the landlord's 1 Month Notice, dated July 29, 2020, is cancelled and of no force or effect;
7. The tenant agreed that this settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached twenty-one (21) day Order of Possession to be used by the landlord **only** if the tenant does not abide by condition 1 of the above settlement. The tenant must be served with a copy of this Order. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant abides by condition 1 of the above settlement, this tenancy continues only until 1:00 p.m. on December 31, 2020.

The landlord's 1 Month Notice, dated July 29, 2020, is cancelled and of no force or effect.

I order both parties to comply with all of the above settlement 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: September 11, 2020

Residential Tenancy Branch