



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC FF

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, by teleconference, was held on October 13, 2020. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- to cancel a One Month Notice to End Tenancy for Cause (the "One Month Notice");

The Landlord attended the hearing. The Tenant attended the hearing with her daughter and her grandson. Her grandson acted as her agent for the hearing. All parties provided testimony.

### Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties agreed to the Landlord withdrawing the 1-month notice, issued in August 2020, and both parties agreed to the Tenant withdrawing this application, in pursuit of the following settlement agreement. The parties were open to the tenancy continuing, as laid out in the initial tenancy agreement, with the following amendments, laid out below.

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The parties agree to settle all issue on this application and also to amend the initial tenancy agreement as follows:

- The Tenant lives in the main, front house, and will pay 2/3 of BC Hydro bills (carriage house to pay 1/3) from November 1, 2020, onwards. This is an increase from the 50/50 split that has been in place since 2012. This increase is to reflect the increased consumption due to the Tenant's daughter moving in.
- As of November 1, 2020, monthly rent will be \$1,100.00 and will be due on the first of the month.
- The Landlord and the Tenant agree to amend the original tenancy agreement to add the Tenant's daughter as a legal Tenant under that agreement.
- The parties also agree to add a term to the initial tenancy agreement which specifies that there is no smoking inside the rental unit, and the Tenants may only smoke outside the house.

The parties may wish to update and sign a new tenancy agreement to incorporate the initial terms, as well as the updated terms agreed to in this hearing. However, regardless of whether or not the parties sign a new tenancy agreement, the terms agreed to in this hearing are binding.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

### Conclusion

The Tenant withdraws her application in full and the Landlord withdraws the 1 Month Notice. The terms of this agreement comprise the full and final settlement of all aspects of this dispute for both parties.

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: October 13, 2020

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Residential Tenancy Branch