



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC FFT

Introduction

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

- cancellation of a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") pursuant to section 47; and
- authorization to recover the filing fee from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The tenants was assisted by an advocate.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on the testimonies I find each party duly served with the materials in accordance with sections 88 and 89 of the *Act*.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may records the terms of a settlement entered by parties in the form of a decision or an order. During the hearing the parties testified that they had discussed the issues between them and achieved a full resolution of their dispute.

Both parties agreed to a full, final and binding settlement of all issues as recorded in the terms of their mutual agreement signed in electronic counterpart on December 7, 2020. The terms are recorded in the decision below with addresses anonymized in accordance with Residential Tenancy Branch procedures.

1. Upon the Landlord's request, the Tenant agrees to deliver to the Landlord or his agent a series of twelve (12) post-dated cheques in payment of rent for such twelve (12) month period.
2. If the Landlord receives a smoking complaint from a resident of any of the suites located in the building at [dispute address] (including but not limited to suites with a civic address of [adjoining addresses]), the Tenant agrees to install a window fan within 5 days of the Tenant's receipt of notice of such complaint as a way to mitigate the effect on the smoking on the other residents in the building. The Tenant acknowledges and agrees that this is a material term of the tenancy agreement and that a breach of this term shall be grounds for eviction.
3. In the envelope containing his rent for January 1st, 2021, the Tenant will put 1 copy each of the key for the 2 separate garage doors and 1 key for his apartment, totaling 3 keys.
4. The eviction notice served to the tenant on 30th of September 2020, on behalf of the Landlord will be withdrawn and have no force or effect.
5. The Tenant releases and forever discharges the Landlord from any and all actions, causes of action, complaints, claims, demands, obligations, debts and liabilities of whatever kind, known or unknown, relating to any causes of action howsoever arising from the leak that occurred in March, 2020, including but not limited to the water damage sustained by the cardboard box containing the Tenant's DVD set about Churchill's Bodyguard. The landlord gives up any claims against the tenant he might have, for the cost of serving him the eviction notice that was served on September 30th.
6. Both parties agree that this settlement agreement constitutes a full, final and binding resolution of both applications at this hearing.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

The matter is settled on the terms above.

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: December 15, 2020

Residential Tenancy Branch