



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, OLC, MNDCT, LRE**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- An order requiring the landlord to comply with the Act pursuant to section 62;
- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- An order to restrict or suspend the landlord’s right of entry pursuant to section 70;

The tenant CH attended on behalf of both tenants with her daughter and agent JS (“the tenant”). The landlord CC attended with the agent TS (“the landlord”). The parties were given a full opportunity to be heard, to present affirmed testimony, make submissions, and call witnesses. I explained the hearing process and provided the parties with an opportunity to ask questions. The parties did not raise any issues regarding the service of evidence.

Before the conclusion of this 62-minute hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so 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 agreed as follows:

1. The tenancy shall continue subject to the conditions set out herein, failing which the tenant shall vacate pursuant to an Order of Possession issued under a One Month Notice dated October 8, 2020;
2. The tenant acknowledged she is in poor health and agreed that from now on she will be represented by her daughter and agent JS in all matters regarding the tenancy; the landlord will only communicate with JS at the email/phone provided by JS during the hearing;
3. The tenant agreed that she will not smoke in the building (cigarettes or marijuana) and will only smoke on the porch; the tenant will keep the butts in an inflammable, smoke free container; the tenant will make sure that no smoke enters the building;
4. The tenant will not permit smoking of any kind to take place by guests;
5. The tenant agreed that she will not engage in any activity that results in the production of smoke which could be confused with cigarette or marijuana smoking, such as burning of incense;
6. The tenant agreed to clean the unit of all smoke residue on walls and window blinds and to dispose of furniture that smells of smoke by February 26, 2021;
7. The tenant agreed to replace any damaged carpet and to professionally clean all remaining carpet;
8. The tenant agreed to return the unit to the condition it was in at the beginning of the tenancy, normal wear and tear excepted, as reflected in the condition inspection report completed by the parties at that time;
9. The parties will conduct an inspection of the unit at 11 AM on February 26, 2020;
10. If the tenant has **not** complied with the cleaning and repair conditions in the above paragraphs, the parties shall complete a condition inspection report in the RTB form, a signed copy of which will be provided to the tenant, and the landlord will immediately serve the tenant with an Order of Possession effective at 1:00 PM on March 31, 2020;
11. If the tenant has complied with the cleaning and repair conditions in the above paragraphs, the Order of Possession and One Month Notice shall be of no force and effect; the tenancy shall continue on the terms set out in the tenancy agreement until ended by the parties or under the provisions of the Act.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following orders:

1. I issue to the landlord an Order of Possession dated March 31, 2020 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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Conclusion

This application is resolved on the above terms pursuant to which I issue to the landlord an Order of Possession dated March 31, 2020 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: January 12, 2021

Residential Tenancy Branch