



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Casalida Holdings Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC-MT, OLC

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenant applied for:

- cancellation of the One Month Notice to End Tenancy for Cause (the Notice), pursuant to section 47;
- an extension of the timeline for disputing the Notice, pursuant to section 66; and
- an order for the landlord to comply with the Act, the Residential Tenancy Regulation, and/or tenancy agreement, pursuant to section 62.

Both parties attended the hearing. The landlord was represented by LC and KS. Witness for the tenant AD also attended. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing the attending parties affirmed they understand it is prohibited to record this hearing.

Settlement

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, 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 listed in this application for dispute resolution:

1. The Notice dated February 17, 2021 is cancelled. The tenancy will continue until ended in accordance with the Act.
2. The tenant will clear the rental unit by June 25, 2021. The rental unit will have enough egress routes.

3. The bathtub and the kitchen sink will be cleared of excessive items.
4. The tenant will maintain the rental unit in a reasonably sanitary condition during the tenancy.
5. The tenant will not store her personal items in the building's hallway.
6. The landlord will inspect the rental unit on June 25, 2021 and install a new fridge.
7. The tenant may be served a new notice to end tenancy if she does not follow the conditions of this agreement.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

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: June 14, 2021

Residential Tenancy Branch