



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL-4M

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 a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit (the Notice), pursuant to section 49.

The landlord and the tenant attended the hearing. Both parties had a full opportunity to provide affirmed testimony, present evidence, cross examine the other party, and make submissions. The tenant was assisted by advocates ND, SM and AF. Witnesses for the landlord JP and JH and for the tenant BG also attended.

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

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

Preliminary Issue – Correction of the Landlord's Name

At the outset of the hearing the landlord corrected the spelling of her first name.

Pursuant to section 64(3)(a) of the Act, I have amended the tenant's application.

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 the issue listed in this application for dispute resolution:

1. The Notice dated March 08, 2021 is cancelled. The tenancy will continue until ended in accordance with the Act.
2. The tenant will move out on August 31, 2021 and will return to the rental unit on November 01, 2021. The tenant will not pay rent in September and October 2021.
3. The landlord will perform the renovation informed in the March 08, 2021 Notice when the tenant is not occupying the rental unit.
4. Rent is increased to \$900.00, effective on November 01, 2021.
5. If the tenant smokes in the rental unit or the rental building after August 31, 2021 the landlord may serve a one month notice to end tenancy for cause.

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 29, 2021

Residential Tenancy Branch