



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **CNC, OLC, FFT**

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

- cancellation of a One Month Notice to End Tenancy for Cause dated July 13, 2021 ("1 Month Notice") pursuant to section 47;
- an order that the Landlord comply with the Act, Residential Tenancy Regulation or tenancy agreement pursuant to section 62; and
- authorization to recover the fling fee from the Landlord pursuant to section 72.

The Landlord and Tenant attended the hearing. They were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

## **Settlement Agreement**

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.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to the cancellation of the 1 Month Notice;
2. The parties agree that the tenancy agreement is amended by the addition of the following terms:

- (a) the Tenant will not rent all or part of the rental unit for short term rental and the Tenant will not use AirBnB or with any other vacation or rental listing services to attempt to rent all or part of the rental unit;
  - (b) the maximum number of occupants in the rental unit will not exceed 5 persons;
  - (c) any guest of the Tenant who stays in the rental unit for a period exceeding 14 days will be considered an occupant; and
  - (d) the additional terms set in in subparagraphs 2(a) to (c) hereof are “material terms” of the tenancy agreement, any breach of which will give the Landlord cause to end the tenancy by giving the Tenant a One Month Notice pursuant to section 47 of the Act; and
3. The Tenant withdraws her application.

These particulars comprise the full and final settlement of all aspects of the Landlord’s and Tenant’s dispute against each other. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between them.

### **Conclusion**

As the parties have reached a full and final settlement of all the claims set out in their respective applications, I make no factual findings about the merits of their applications.

I hereby order that the 1 Month Notice to End Tenancy to be cancelled and of no force or effect.

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: November 12, 2021

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Residential Tenancy Branch