



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

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;

The landlord attended. The tenant attended with the advocate HB (“the tenant”). All parties had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. The hearing process was explained.

The hearing lasted 53 minutes.

At the start of the hearing, I informed the parties that recording of the hearing is prohibited under the Rules of Procedure. Each participant testified they were not recording the hearing.

Each party confirmed the address to which any Decision and Order will be sent.

Before the conclusion of this 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. This settlement agreement was reached in accordance with section 63.

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 tenant agreed that she shall be the sole resident of the unit unless the landlord agreed in writing to another occupant;
2. The landlord and tenant agreed to communicate by text and telephone and the landlord will not block the tenant's communication;
3. The landlord agreed to inspect the unit with respect to the location of the smoke detector and to move it to a less heat-sensitive location;
4. As the parties have agreed the tenant may have a cat, the tenant agreed to take reasonable steps to prevent the cat from defecating in neighbours' gardens;
5. The parties agreed that the tenant may e-transfer rent payments to the landlord and the landlord will provide his email address for this to occur;
6. The landlord vacated the One Month Notice and the tenancy shall continue until ended in accordance with the Act and the agreement.

Each party stated they understood and agreed to the terms of this settlement.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

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

Conclusion

The Application for Dispute Resolution for settled on the above terms of Settlement.

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 01, 2021

Residential Tenancy Branch