



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, LRE, LAT, FFT**

Introduction

On November 12, 2021, an arbitrator with delegated authority from the Director of the Residential Tenancy Branch issued an order pursuant section 81(3) of the Residential Tenancy Act (the "Act") that a November 2, 2021 decision to cancel a notice to end tenancy be suspended until a review has been completed.

Pursuant to section 82 of the Act, I conducted the review of the original arbitrator's decision by holding a new hearing. The landlord attended the hearing, and the tenant attended the hearing accompanied by an advocate, RM. At the commencement of the hearing, the possibility of settlement was explored.

Settlement Reached

Pursuant to section 63 of the Act, the 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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, 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 currently under dispute at this time:

1. The tenant agrees not to use the rental unit for purposes of growing any cannabis or marijuana plants whatsoever, either for recreational or medicinal purposes, either under any existing or previous governmental regulations or any government issued federal or provincial license I may possess now or in the future, nor to use any other common property or limited common property area within the confines of the building for such purposes. The tenant understands that contravention of this agreement becomes grounds for eviction.

2. The tenant also agrees to fully cooperate and accommodate to the requirements of the company performing the mold remediation work within the rental unit, including the installation of any replacement flooring by a secondary flooring contractor. The tenant understands that this will require moving furniture and belongings as necessary, according to their requirements to effect the work in a proper and successful manner, as well as potentially vacating the premises for the period of time required to do this.
3. Pursuant to these conditions the landlord agrees to drop the Notice of Eviction to End Tenancy for Cause which was issued to the Tenant on 25 June 2021.
4. The landlord also agrees to drop any financial claim against the Tenant for damage caused to the unit by his actions of growing cannabis plants inside the unit up to the date of this Agreement.
5. The landlord also agrees to change the lock on the rental unit as well as return the Samsung 1TB SSD hard drive on which the Tenant provided his evidence to the landlord for the Residential Tenancy Branch hearing on 1 November 2021.
6. The above terms form addendum 2 to the tenancy agreement between the landlord and the tenant.

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

Conclusion

Pursuant to sections 82(3) and 63(2), the original order dated November 2, 2021 is set aside as the dispute is settled in the terms recorded above.

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: February 04, 2022

Residential Tenancy Branch