



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE ITALIAN CULTURAL CENTRE SENIOR CITIZENS
HOUSING SOCIETY
and [tenant name uppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Tenant under the *Residential Tenancy Act* (the Act), seeking:

- Cancellation of a One Month Notice to End Tenancy for Cause (the One Month Notice).

The hearing was convened by telephone conference call at 1:30 P.M. (Pacific Time) on May 17, 2022, and was attended by the Tenant, the Tenant's Advocate (the Advocate), and Two agents for the Landlord A.P. and C.F. Although two witnesses were also available to be called upon by the Tenant, they were excluded from the proceeding until needed, and ultimately were not called upon by the Tenant or the Advocate to provide testimony. All testimony provided was affirmed. The parties and their agent(s) were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The parties were advised that pursuant to rule 6.10 of the Residential Tenancy Branch Rules of Procedure (the Rules of Procedure), interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The Parties were also advised that personal recordings of the proceeding were prohibited under the Rules of Procedure, and confirmed that they were not recording the proceedings.

The Rules of Procedure state that the respondent(s) must be served with a copy of the Application and the Notice of Hearing. As the Agents acknowledged receipt of the

Notice of Dispute Resolution Proceeding (NODRP) package, which includes the Application and the Notice of Hearing, and raised no concerns with regards to the date or method of service, I therefore find that the Landlord was sufficiently served for the purposes of the *Act* and the Rules of Procedure. The hearing therefore proceeded as scheduled.

At the request of the parties, copies of the decision and any orders issued in their favor will be emailed to them at the email addresses provided in the Application and confirmed in the hearing.

Preliminary Matters

Although the Agent A.P. was named as the respondent and landlord in the Application, the parties were agreed that a society, rather than A.P., should have been named as the landlord. The Application was therefore amended to name the society as the landlord, henceforth referred to as the “Landlord” throughout this decision.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the One Month Notice has no force or effect.
2. The parties agree that the tenancy will end at 1:00 P.M. on August 31, 2022, and the Tenant agrees to vacate the rental unit on or before that date and time.
3. The parties agree that the following terms are now material terms of the tenancy agreement:
 - a. Neither the Tenant nor any person permitted on the residential property by the Tenant, shall smoke anything in the building, including but not limited to tobacco and cannabis.
 - b. The Tenant shall not have any unauthorised occupants.
 - c. The Tenant shall abide by the 14-day guest policy currently in place for the remaining duration of the tenancy. For the purpose of this terms of the

settlement agreement, the start date for the period to which this 14-day policy applies is January 1, 2022.

4. The parties agree that if the Tenant breaches any of the above noted terms after the date and time of the hearing, any such breach shall constitute a breach of a material term of the tenancy agreement for the purposes of section 47 of the *Act*.
5. The parties agree that rent for May 2022 will be automatically withdrawn by the Landlord from the Tenant's bank account today, May 17, 2022, and that rent shall continue to be automatically withdrawn by the Landlord from the Tenant's bank account when due under the tenancy agreement, for the duration of the tenancy.
6. The Landlord agrees to withdraw another related Application as part of this settlement agreement. The file number for that Application is listed on the cover page of this decision.
7. The rights and obligations of the parties under the *Act* continue until the tenancy ends in accordance with this agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of the mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession effective at **1:00 P.M. (Pacific Time) on August 31, 2022**. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: May 17, 2022

Residential Tenancy Branch