



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for an order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 47 and 55.

The tenant HN attended the hearing and the landlord attended the hearing with property manager, NH. As both parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant’s Notice of Dispute Resolution Proceedings and had no issues with timely service of documents. The landlord did not receive any of the tenant’s evidence, but agreed they already had the notice to end tenancy, and an infraction notice uploaded by the tenant. The only other document was the tenant’s written statement, which the tenant was given permission to read from during the hearing.

The tenant stated he did not receive the landlord’s evidence package but acknowledges it could have been received by his co-tenant brother who has since moved out. The landlord testified that the evidence was sent to the tenant via registered mail on May 10, 2022. The tracking number for the mailing is recorded on the cover page of this decision. I deemed the landlord’s evidence served upon the tenant on May 15, 2022, five days after it was sent to the tenant in accordance with sections 88 and 90 of the Act.

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 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 the following resolution of their dispute.

1. The parties agree that the tenant, SN is removed from the tenancy agreement. The tenancy agreement shall continue with HN as the only remaining tenant.
2. The tenant agrees that the landlord may serve him with a 1 Month Notice to End Tenancy for Cause for any verified complaints regarding smoking, cannabis smoking, or pets. The landlord is not required to provide a warning letter for any of the above material terms of the tenancy agreement.
3. The tenant agrees to pay for any infractions levied against the rental unit that have been approved by the strata corporation.
4. The tenant agrees to either paint the rental unit or hire painters to paint the rental unit, as well as recarpet the rental unit with similar quality carpeting at the end of the tenancy.
5. The notice to end tenancy is cancelled and of no further force or effect.

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

The tenant's application is settled in the terms as 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: June 07, 2022

Residential Tenancy Branch