



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LRE, OLC / CNR, OLC

Introduction

This hearing dealt with two of the tenant's applications pursuant to the *Residential Tenancy Act* (the "**Act**"). The first for:

- the cancellation of the One Month Notice to End Tenancy for Cause (the "**One Month Notice**") pursuant to section 47;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62; and
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;

And the second application for:

- the cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent (the "**10 Day Notice**") pursuant to section 46; and
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

The tenant attended the hearing. The landlord was represented at the hearing by an agent, ("**JD**"). All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing comment JD stated that the landlord has withdrawn the 10 Day Notice, and would consent to it being cancelled. Accordingly, I grant the tenant's application to cancel the 10 Day Notice.

Settlement

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.

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

1. Whereas the tenant and his ex-spouse are currently named as tenants on the tenancy agreement, and whereas the tenant's ex-spouse has given notice to end the tenancy and has vacated the rental unit, and whereas the landlord requires notice to end tenancy from both tenants before it will end the tenancy:
 - 1) The tenant agrees to give the landlord notice to end the tenancy, effective immediately; and
 - 2) The landlord agrees to immediately enter into a new tenancy agreement with the tenant, on the same terms as the previous tenancy agreement, except that the tenant is the sole named tenant on the tenancy.
2. The landlord will withdraw the One Month Notice.
3. The tenant will pay the landlord \$190, in full satisfaction of fire damage caused to the rental by the tenant, on the following schedule:
 - a. The tenant will pay the landlord \$63.33 on November 1, 2022;
 - b. The tenant will pay the landlord \$63.33 on December 1, 2022; and
 - c. The tenant will pay the landlord \$63.34 on January 1, 2023.
4. The tenant agrees that I may order him to reduce the load in the rental unit by 30% by December 1, 2022. The parties agree that if the tenant fails to do this, the landlord may issue a notice to end tenancy pursuant to section 47(1)(l) of the Act.
5. Before the landlord's annual "life and safety" inspection (currently scheduled for October 3, 2022), the tenant will remove garbage bags and other items from:
 - a. the back deck,
 - b. against the hot water heater, and
 - c. against the heat registers.
6. The tenant will permit the landlord access to the rental unit to, at the landlord's sole cost, repaint the rental unit and to replace the rental unit's carpet.

These particulars comprise the full and final settlement of all aspects of this dispute. 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 settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached monetary order ordering the tenant to pay the landlord \$190 on the schedule set out 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: September 27, 2022

Residential Tenancy Branch