



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding H W ROOMS INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC  
                             OPC

### Introduction

This hearing dealt with the cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”). The matter was set for a conference call.

The Tenant’s application for Dispute Resolution was made on September 13, 2023. The Tenant applied to cancel a One Month Notice to End Tenancy for cause.

The Landlord filed a Direct Request Application on October 14, 2023. As the Tenant had already filed a dispute of the Notice, the Landlord’s application was crossed with the Tenant’s applications to be heard at the same time. The Landlord applied for an order of possession to enforce a One Month Notice to End Tenancy for cause.

An Agent for the Landlord (the “Landlord”) and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Should the One Month Notice issued on August 17, 2023, be cancelled?
- If not, is the Landlord entitled to an order of possession and a monetary order for unpaid rent?

### Background and Evidence

During the hearing, both parties expressed a desire to enter into a mutual agreement cancel the Notice.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Tenant agreed to clean up their rental unit, removing sufficient personal items in order to come into compliance with the fire department's order to reduce unit storage.
2. The parties agreed that the Tenant will have until January 31, 2024, to come in compliance with the fire department's orders.
3. The Tenant agreed that they would advise the Landlord if they required assistance in cleaning the rental unit, and the Landlord agreed to assist if the Tenant requested.
4. The parties agreed that the Landlord will arrange for the re-inspection of the rental unit by the local fire department once the Tenant is finished cleaning and no later than February 1, 2024.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed their understanding of the terms of the settlement agreement as a full and final settlement of this matter.

### Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, an **Order of Possession** will be granted to the Landlord.

I grant a Conditional **Order of Possession** to the Landlord, this order may only be served should the Tenant not comply with the terms of this settlement and may not be served before February 1, 2024.

### Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant a **Conditional Order of Possession** to the Landlord to be served on the Tenant, on the condition that the Tenant does not comply with the terms of this settlement agreement. This Conditional Order of Possession is effective not later than two (2) days after service upon the Tenant and may not be served before February 1, 2024. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: December 19, 2023

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Residential Tenancy Branch