



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREATER VICTORIA HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause dated September 5, 2019 (1 Month Notice) and to recover the cost of the filing fee.

Tenant MK (tenant), an advocate for the tenant ER (advocate), two agents for the landlord YB and RM (agents) and a caretaker for the landlord MD (caretaker) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Both parties confirmed that they received the documentary evidence from the other party and that they had the opportunity to review the documentary evidence prior to the hearing. I find the parties were sufficiently served in accordance with the Act.

Preliminary and Procedural Matter

The parties confirmed their email addresses at the start of the hearing. The parties also were advised that the decision would be email to the parties.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenancy shall continue under the following terms and conditions.

2. The tenants agree that due to oxygen being used in the rental unit, that effective immediately, the rental unit will be a non-smoking unit.
3. The tenants agree not to harass, intimidate or otherwise interfere through actions, speech or gestures, with the landlord or other occupants of the building.
4. The tenant agrees that should his spouse no longer occupy the rental unit, that the tenant would no longer qualify for a 2-bedroom unit and if the tenant complies with #2 and #3 above, the tenant will be rehoused to an appropriately-sized unit.
5. The parties understand that should the tenant fail to comply with #2, #3 or #4 above, the landlord may issue a new notice to end tenancy.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

I order the parties to comply with the terms of this settled agreement in accordance with section 63 of the Act. The parties confirmed that they understood that this mutually settled agreement was enforceable under the Act. The parties also confirmed that they were not being forced or pressured into freely agreeing to this mutually settled agreement.

This decision will be emailed to the parties as described above. The tenancy shall continue until ended in accordance with the Act.

The filing fee is not granted as this matter was resolved by way of a mutual agreement.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: November 26, 2019

Residential Tenancy Branch