



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began on May 01, 2010. The rental unit is located in an apartment building. During a routine inspection, on November 27, 2012, the landlord found the presence of paraphernalia associated with the cultivation of marijuana plants and also found baggies of marijuana in the freezer. The police were notified and these items were seized during a visit by the police.

On November 27, 2012, the landlord served the tenant with a notice to end tenancy for cause.

During the hearing the reasons for the notice were discussed at length. During this discussion, the landlord agreed to give the tenant one more chance to comply. The parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue.

Both parties agreed to the following terms:

1. The tenant agreed to remove all drug related paraphernalia from the rental unit immediately.
2. The tenant agreed to allow the landlord to conduct a monthly inspection of the rental unit with at least 24 hour prior notice
3. The tenant agreed to have in his possession at all times, no more than the permitted quantity of marijuana as stated on his medical card.
4. The tenant agreed to curtail the number of visitors to his rental unit, to a reasonable number in keeping with the average number of visitors to the other rental units, located in the same complex.
5. The landlord agreed to allow the tenancy to continue as per the above terms.
6. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to strictly abide by the above terms of this agreement. I find it timely to put the tenant on notice that, if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before a n Arbitrator, for consideration.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as per the above terms.

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: January 09, 2013.

Residential Tenancy Branch

