



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

and

## Record of Settlement

### Dispute Codes:

CNC

### Introduction

This hearing was convened in response to an application by the tenant to cancel a 1 Month Notice to End Tenancy for Cause dated April 03, 2013 for the reasons prescribed by Section 47(1)(b) and (e) of the *Residential Tenancy Act* (the Act).

The hearing did not have benefit of any document evidence from either party. None the less, both parties attended the hearing. During the course of the hearing the parties discussed their issues in dispute and turning their minds to compromise confirmed they agreed to settle all issues in dispute related to this application to the full satisfaction of both parties, and that I record their settlement as per Section 63 of the *Residential Tenancy Act* as follows:

1. Both parties agree they have a tenancy agreement establishing **the payable rent is due on the first of each month.**
2. Both parties agree **the rent is current** and there are no arrears of rent.
3. The landlord agrees **to withdraw the Notice to End** on the conditions following:
4. The tenant agrees to **pay the rent on the first of each month** to the best of their ability. However, if the tenant does not pay their rent on the first of each month, as agreed herein, the tenant will include an additional **\$25.00** to the amount of the payable rent each month they are late paying rent.
5. The parties agree that each month upon the rent being due, **the tenant will pay the rent to their neighbour** – being a co-worker with the landlord and authorized by the landlord (landlord's agent) to obtain the rent from the tenant.
6. The tenant agrees they **will not burn anything** within their rental unit – specifically, they will not allow burning of any derivative of cannabis or incense.
7. Both parties agree that if the tenant does not satisfy the agreed terms of this agreement the landlord may use the information to end the tenancy.

**Conclusion**

The parties have agreed to continue the tenancy on the basis of their settlement agreement. The Notice to End dated April 03, 2012 is of no effect and the tenancy continues upon the agreed conditions and the terms of the original tenancy agreement.

**This Decision and Settlement is final and binding on both parties.**

*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: May 08, 2013

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Residential Tenancy Branch