



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PENNYFARTHING MANAGEMENT CORP.
and [tenant name suppressed to protect privacy]

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 June 15, 2003. The rental unit is located in an apartment building. The landlord filed a copy of the tenancy agreement. As per this agreement, the tenant has access to one assigned parking stall.

The tenant agreed that he used visitor parking with permission from prior property managers. Two warning letters were issued to the tenant for parking his vehicle in stalls assigned to visitors.

On October 28, 2013, the landlord served the tenant with a notice to end tenancy for cause. The reason for the notice was that the tenant had breached a term of the tenancy agreement.

The reasons for the notice were discussed and during this discussion 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 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 on the following terms:

1. The tenant agreed to refrain from using any stalls that were allocated to visitor parking only
2. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to refrain from parking in stalls assigned to visitors. I find it timely to put the tenant on notice that, if in the future another notice to end tenancy is issued for this reason, the record of this agreement would form part of the landlord's case should it again come before an 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: December 13, 2013

Residential Tenancy Branch

