



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROSPERO INTERNATIONAL REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, FF

Introduction

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

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy began about 33 years ago. The rental unit is located in an apartment building that houses 96 rental units.

On May 02, 2014, the landlord served the tenant with a notice to end tenancy for cause. The reason for the notice was that the tenant had significantly interfered with or unreasonably disturbed another occupant and had seriously jeopardized the health or safety or lawful right of another occupant.

The notice was served on the tenant, following complaints of cigarette smoke emanating from the dispute rental unit, filed by occupants above and beside the tenant's rental unit.

During the hearing the reasons for the notice were discussed at length. 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 refrain from smoking inside the rental unit for a period of three months.
2. The tenant understood and agreed that for this trial period of three months all smoking activity would be carried out, outside the rental unit in a location that did not interfere with other occupants of the building complex.
3. The landlord agreed to allow the tenancy to continue as per the above terms.
4. Both parties confirmed that they understood and agreed to the terms of this agreement.

Conclusion

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

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

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: August 13, 2014

Residential Tenancy Branch

