



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COAST FOUNDATION SOCIETY (1974)
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. 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?

Background and Evidence

The tenancy began in September 2013. The rental unit is located in an apartment building. Following some incidents of non-compliance with building policies; on February 16, 2015, the tenant was served with a notice to end tenancy for cause.

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 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 abide by the landlord's policy of zero tolerance for aggressive behavior and verbal abuse towards the landlord, his staff and other occupants of the building.
2. The tenant agreed to maintain the rental unit in a reasonably clean and sanitary condition.

3. The tenant agreed to comply with the smoking policies of the landlord and refrain from smoking in public areas. The tenant agreed to smoke in his own accommodation with his door closed.
4. The tenant agreed to grant his visitors access to the building via the front entrance only.
5. The tenant agreed to refrain from throwing any items out his window and agreed to use proper methods of disposal of unwanted items
6. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to abide by the terms of the above agreement. I find it timely to put the tenant on notice that, if in the future another notice to end tenancy is issued, 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: March 25, 2015

Residential Tenancy Branch