



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cornerstone Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC, LAT, FF

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; for authority to change the locks, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that the Application for Dispute Resolution and the Notice of Hearing were delivered to the Landlord's business office, although she cannot recall the date of service. The Agent for the Landlord stated that these documents were received on June 03, 2016.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?
Should the Tenant be given authority to change the locks?

Background and Evidence

At the outset of the hearing the Landlord and the Tenant mutually agreed to settle this dispute under the following terms:

- the Landlord will withdraw the Notice to End Tenancy;
- the tenancy will continue;
- the Tenant will not permit any smoking in the rental unit; and
- the Landlord will only enter the rental unit in accordance with section 29 of the *Act*.

Analysis

This Application for Dispute has been settled in accordance with the aforementioned terms.

Conclusion

The parties have settled this matter by mutual consent.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 24, 2016

Residential Tenancy Branch