



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding THE SEASCAPE APARTMENTS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This was an application by the tenants under the *Residential Tenancy Act* (the “Act”) for an order cancelling the landlord’s 1 Month Notice to End Tenancy for Cause dated October 31, 2016 (the “1 Month Notice”).

The tenants attended the hearing with an advocate and a witness. An agent appeared on behalf of the landlord.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

### Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below. Accordingly, I have made no findings of fact with respect to the allegations relied upon by the landlord in its 1 Month Notice. Additionally, the tenants make this agreement without admitting the landlord’s allegation of cause.

1. The landlord withdraws the 1 Month Notice.
2. The tenants withdraw their application to dispute the landlord’s 1 Month Notice.
3. The tenancy will continue until ended in accordance with the Act.
4. The tenants will not significantly interfere with or unreasonably disturb another occupant or the landlord and will not throw cigarette butts off the balcony or

cause unreasonable noise.

5. The landlord will bring any concerns with the tenants' conduct to their attention by written notice, will allow the tenants an opportunity to respond to the concerns and, if necessary, will allow the tenants an opportunity to address the concerns.

### Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy or apply for other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: December 15, 2016

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Residential Tenancy Branch