



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to s. 47(4) of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause dated October 31, 2016 (the "1 Month Notice").

The tenant and his advocate attended the hearing, as did the landlord and her support person. The hearing process was explained and the participants were asked if they had any questions. Also 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 is 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.

1. The landlord withdraws her 1 Month Notice dated October 31, 2016.
2. The tenant withdraws his application to dispute the landlord's 1 Month Notice dated November 2, 2016.
3. The tenancy will continue on the following conditions:
 - a. The tenant will not look into the windows of other units in the building or otherwise interfere with the privacy of other tenants;

- b. The tenant will use the concrete pathways to access and exit the building and will not walk across or stand on the grass outside of other units in the building; and
 - c. The tenant will close all doors in his unit and the in building as softly as possible and take any other reasonable steps to minimize the sound caused when he shuts these doors.
- 4. The landlord will bring any concerns with the tenant's conduct to the tenant's attention in writing.
 - 5. The landlord will protect the tenant's right to quiet enjoyment by taking reasonable steps to correct any substantial interference with the tenant's ordinary and lawful enjoyment of the premises, including interference caused by smoking.
 - 6. The tenant will bring any concerns with breaches of his right to quiet enjoyment, and/or with the landlord's failure to protect his right to quiet enjoyment, to the landlord's attention in writing.

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 monetary compensation or 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 08, 2016

Residential Tenancy Branch

