



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes          CNC

### Introduction

A hearing was convened based on 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 January 12, 2017 with an effective date of February 28, 2017 (the "1 Month Notice").

The tenant attended the hearing with an advocate. The property manager and the board chair of the non-profit housing society attended on behalf of the landlord. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

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 the 1 Month Notice.

1. The landlord withdraws the 1 Month Notice dated January 12, 2017.
2. The tenant withdraws his application to dispute the landlord's 1 Month Notice.
3. The tenancy will continue on the following conditions:

- a. The tenant will not have guests over after 10:00 pm or before 7:00 am.
- b. The tenant and the manager will meet on August 1, 2017 and, if there have been no concerns with the tenancy, the tenant will be allowed to have guests over until 11:00 pm after August 1, 2017.
- c. The tenant will not allow his guests to use the laundry for their personal use but his guests may do his laundry for him.
- d. The tenant will work to build trust between himself and his guests and the other tenants and the manager, which may include such things as:
  - i. introducing himself and his regular guests to the other tenants and the manager as appropriate;
  - ii. apologizing to the appropriate people for the theft committed by his former guest;
  - iii. asking his guests to take the elevator with him so it does not appear to the other tenants that his guests are trying to avoid being seen.

### 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: February 2, 2017

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Residential Tenancy Branch

