



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TOPAZ DEVELOPMENTS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, MT, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause, for compensation and for the recovery of the filing fee. 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? Is the tenant entitled to compensation and to the recovery of the filing fee?

Background and Evidence

The tenancy began on February 01, 2017. The rental unit is a town house located in a building complex. The landlord testified that she received multiple complaints against the tenant regarding smoking inside the rental unit and gave the tenant verbal warnings. Copies of the complaints were filed into evidence. The tenant denied the allegations and stated that neither he nor his roommates and visitors smoked inside the rental unit.

On February 28, 2017, the landlord served the tenant with a notice to end tenancy for cause. The tenant applied for dispute resolution in a timely manner.

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 be mindful of where he, his roommates and his guests smoke, which is the cause of complaints by another occupant of the building.
2. The landlord agreed to allow the tenancy to continue on condition that the tenant does not give other occupants reason to complain about smoke odours.
3. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

The tenant would be wise to refrain from giving other occupants of the building reason to complain about smoke odours. 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. As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee for this application.

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: April 05, 2017

Residential Tenancy Branch