



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC, OLC

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 June 22, 2017 (the "1 Month Notice"), for more time, and for an order that the landlord comply with the Act, regulation, or tenancy agreement.

The tenant attended the hearing. Two representatives attended for the landlord, as did a witness whose evidence was not required. 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 in the 1 Month Notice.

1. The landlord withdraws the 1 Month Notice.
2. The tenant withdraws his application to dispute the 1 Month Notice.
3. Both of the parties will communicate openly and respectfully around any issues that may arise.

4. The tenancy will continue on the following conditions:

- a. The landlord will communicate in writing that, and why, any guest is barred from the building.
- b. The tenant will not allow any guests who have been barred from the building into the building or into his rental unit.
- c. In the event that a barred guest gains entry into the building or into the tenant's rental unit, the tenant will seek the landlord's assistance.

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: September 18, 2017

Residential Tenancy Branch