



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

**Landlord:** OPC  
**Tenant:** CNC, MT

### Introduction

This hearing dealt with applications by both parties pursuant to the *Residential Tenancy Act* ("Act").

The landlord sought:

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to sections 47 and 55.

The tenant sought:

- more time to make an application to cancel the landlord's One Month Notice pursuant to section 66; and
- cancellation of the One Month Notice pursuant to section 47.

The landlord's agents and the tenant attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant had an advocate who indicated that they would be speaking on behalf of the tenant. Landlord T.G. stated that he would be the primary speaker for the landlord.

### Issues(s) to be Decided

Should the One Month Notice be cancelled?

If not, is the landlord entitled to an Order of Possession?

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute 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.

Both parties agreed to the following terms of a final and binding resolution of the landlord's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. The tenant agreed to abide completely by the *Act* as well as the rules and terms of the Residential Tenancy Agreement signed between both parties on October 28, 2010.
2. The tenant agreed to not spit anywhere on the residential premises and agreed to sign a document with the landlord which would make the issue of the tenant spitting anywhere on the residential property a material term of the tenancy agreement and subject to a future notice to end tenancy.
3. The tenant agreed to act in a reasonable and non-threatening manner when the landlord's agent enters the unit to perform any maintenance in the rental unit after giving legal notice for entry to the rental unit.
4. The landlord agreed that they will only give notice to enter the rental unit in the mornings in order to accommodate the tenant's hours of availability.
5. The landlord agreed to withdraw the One Month Notice dated October 11, 2017.
6. Both parties agreed that these particulars comprise the full settlement of all aspects of the parties' current applications arising out of the One Month Notice issued on October 11, 2017.

#### Conclusion

The One Month Notice dated October 11, 2017, is cancelled and is of no force or effect.

This tenancy will continue until it is ended in accordance with the *Act*.

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: January 15, 2018

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Residential Tenancy Branch