



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

Dispute Codes: CNC

## Introduction:

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy dated December 1, 2017 and setting the end of tenancy for January 31, 2018.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. At the start of the hearing the parties advised me they had reached a settlement and it was not necessary to continue with the presentation of the evidence. .

I find that the one month Notice to End Tenancy was served on the Tenant by posting on December 1, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on December 18, 2017. With respect to each of the applicant's claims I find as follows:

## Issues to be Decided:

The issue to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated December 1, 2017?

## Background and Evidence:

The tenancy began approximately 2 years ago. The market rent is \$840. The rent is subsidized and the Tenant pays \$375 per month. The tenant paid a security deposit of \$440 at the start of the tenancy.

## Grounds for Termination:

The parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The Tenant shall not bring shopping carts inside the building.
- b. The Tenant shall not store any items outside his apartment with the exception of one (1) peddle bicycle that may be locked to the railing.

- c. The tenant shall demonstrate civil behaviour in his conduct and language to the building staff.
- d. The Tenant shall not conduct any vending outside of the building property at 40 East Hastings, Vancouver, B.C.
- e. The Tenant's guests shall follow building policies and procedures including the provisions set out in this agreement.
- f. The Tenant shall not smoke in the "no smoking" areas of the building including the elevator and lobby.
- g. The Tenant agrees that if he breaches any one or more of the items set out above the landlord shall be entitled to an Order of Possession and he shall vacate the rental unit should the landlord filed an Application for Dispute Resolution seeking an Order of Possession based on this agreement.
- h. The landlord withdraws the Notice to End Tenancy on a without prejudice basis and reinstates the tenancy subject to the terms set out above.

Analysis:

As a result of the settlement set out above I ordered that the one month Notice to End Tenancy dated December 1, 2017 be cancelled as withdrawn.

**This decision is final and binding on the parties.**

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 25, 2018

---

Residential Tenancy Branch