



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. 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?

Background and Evidence

The tenancy started in September 2001. The rental unit is an apartment located in a building that houses 56 units. The current monthly rent is \$1,707.00 and includes parking. On December 26, 2017, the landlord served the tenant with a 30 day notice to end tenancy for cause. The tenant made application to dispute the notice in a timely manner.

The reasons for the notice were discussed at length. During the hearing, 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 hearing, 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:

Both parties agreed to the following terms:

1. The tenant understood and agreed that all smoking and vaping activity would be carried out, outside the building at least six meters away from the front door.
2. The landlord agreed to allow the tenancy to continue as per the above terms.
3. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to ensure that no smoking whatsoever is carried out inside the building or within six meters of the front door of the building. I find it timely to put the tenant on notice that, if he does not comply with the terms of this agreement and another notice to end tenancy is issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator for consideration.

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 paid for this application

Conclusion

The parties have reached a settled agreement, as recorded above. This agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy. The notice to end tenancy is set aside and the tenancy will continue.

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: February 23, 2018

Residential Tenancy Branch