



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC

### **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 tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy started 20 years ago. The tenant's current rent is \$726.00 payable on the first of each month. On January 29, 2018, 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 agreed upon terms.

Both parties agreed to the following terms:

1. The tenant agreed to refrain from engaging in negative interactions with other occupants of the building.
2. The tenant agreed not to deface notices posted by the landlord in the common areas.
3. The tenant agreed not to litter in common areas and understood that he was responsible for littering by his guests.
4. The tenant agreed to refrain from throwing items from his balcony and using profanity towards other occupants of the building.
5. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to ensure that he abides by the terms of this agreement. 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.

In accordance with section 63 of the *Act*, the parties have reached a settled agreement, as recorded above. 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 agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

### **Conclusion**

The notice 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: April 04, 2018

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Residential Tenancy Branch