



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 353806 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* 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 March 2014. The rental unit is located in a building that houses a total of 66 units. The rent is \$900.00 payable on the first of each month. On March 20, 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 some mutually agreed upon terms.

Both parties agreed to the following terms:

1. The tenant agreed to escort all her visitors in and out of the building and agreed not to allow her visitors to wander about in the building unescorted by her.
2. The tenant agreed to retrieve any keys to the building that her visitors might have in their possession and agreed to retrieve building keys from her visitor "L" and return the keys to the landlord no later than June 15, 2018.
3. The tenant agreed not to allow her visitors to knock on the doors of other occupants of the building or enter other rental units without the permission of the occupant. The tenant agreed not to allow JM to visit her.
4. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to ensure that she complies with the above terms. I find it timely to put the tenant on notice that, if she 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.

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.

Conclusion

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: June 07, 2018

Residential Tenancy Branch