



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WENTWORTH PROPERTIES  
INC and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "*Act*") for an order to cancel a One Month Notice to End Tenancy For Cause ("Notice") pursuant to section 47.

Both parties attended the hearing. The landlord was represented by property manager, BC. The landlord confirmed receipt of the tenant's application for dispute resolution and evidence. I find the landlord duly served with these documents in accordance with section 89 of the *Act*. The tenant denies receiving the landlord's evidence which the landlord testified was served by courier. In accordance with rule 3.16 of the Residential Tenancy Branch Rules of Procedure, the landlord's documentary evidence was excluded from the hearing.

### Issue(s) to be Decided

Should the Notice be cancelled?

### Settlement Agreement

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 the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant agrees to conduct himself peacefully and respectfully with the other tenants of the building and the building management.
2. If the tenant causes other occupants of the building to vacate the premises because of noise, other disturbance, harassment or annoyance, the landlord may apply to terminate the tenancy in accordance with the *Act*.
3. The tenant agrees not to smoke inside his rental unit. If he needs to smoke, it will be done on the balcony with his door closed so smoke does not re-enter the building.
4. The tenant agrees to provide the landlord with a copy of his valid tenant's insurance by July 1, 2019 and thereafter as each insurance contract expires.
5. Both parties agree that this tenancy will continue by this agreement and the One Month Notice to end Tenancy is cancelled and of no further force or effect.

Both parties testified that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

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: May 24, 2019

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Residential Tenancy Branch