



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION AND RECORD OF SETTLEMENT

Dispute Codes CNC OLC

Introduction

This hearing was convened in response to an application by the tenant pursuant to the *Residential Tenancy Act* (the “Act”) to cancel a 1 Month Notice to End for Cause and for the landlord to comply with the Act. Both parties attended the hearing with their respective legal counsel. By agreement of the parties the *style of cause* has been amended to add the landlord’s legal name.

Issue(s) to be Decided

Should the Notice to End of this matter be cancelled, and if not, is the landlord entitled to an Order of Possession?

Evidence and Background

This tenancy began in 2010. The tenant received a 1 Month Notice to End for Cause dated March 06, 2019 with an effective date of April 30, 2019, for claimed material breaches of the tenancy agreement.

Analysis

At the outset of the proceeding the parties briefly discussed their dispute and agreed to settle this dispute to the satisfaction of both parties.

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing and an Arbitrator may record their settlement as a Decision and Order. Pursuant to this provision, some discussion between the parties led to resolution respecting the 1 Month Notice to End. As a result the parties confirmed to me that **they both agreed as follows;**

1. That on the tenant's affirmation that they have rectified all the breaches stipulated within the 1 Month Notice to End Tenancy; and, on the tenant's affirmation that from hereon they will not smoke on the residential property, **the tenancy will continue** in accordance with the Tenancy Agreement and the Act.
2. That it remains available to the landlord to issue a **new valid Notice to End for Cause** and the tenancy will end in accordance with the Act.

Both parties testified in the hearing confirming to me that they understood and agreed to the above terms, and that the settlement particulars comprise the full and final settlement of this matter and status of the tenancy.

It must be noted by the parties that this settlement agreement does not preclude reliance on the facts and particulars of this matter in any future dispute resolution proceeding between the parties.

Conclusion

The parties settled their dispute in the above terms.

This Decision and Settlement agreement are final and binding.

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 01, 2019

Residential Tenancy Branch