



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

CNC

### **Introduction**

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause.

The Tenant stated that on July 20, 2020 the Dispute Resolution Package and evidence the Tenant submitted to the Residential Tenancy Branch in July of 2016 was left in the Landlord's mail slot. The Landlord acknowledged receiving these documents and the evidence was accepted as evidence for these proceedings.

On August 05, 2020 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was posted on the Tenant's door. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The Landlord and the Tenant each affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

### **Issue(s) to be Decided**

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

### Background and Evidence

The Landlord and the Tenant agree that on, or about, July 10, 2020, a One Month Notice to End Tenancy for Cause was posted on the door of the rental unit. This Notice, which was submitted in evidence and is dated July 10, 2020, is the subject of these proceedings.

After considerable testimony regarding the merits of the One Month Notice to End Tenancy for Cause, the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings. As the parties reached a settlement agreement at the hearing, the testimony of the parties and the witnesses is not recorded here.

The Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The tenancy will continue;
- The Tenant agrees to not bring “homeless individuals” or sex trade workers into the residential complex; and
- The Tenant agrees that after he has consumed excessive amounts of alcohol, he will remain within his rental unit.

This settlement agreement was summarized for the parties on at least three occasions. The Landlord and the Tenant each clearly indicated that they agreed to resolve all issues in dispute under these terms.

The Landlord and the Tenant each clearly acknowledged that they understand they were not required to enter into this settlement agreement and that they understood the agreement was final and binding.

### Analysis

All issues in dispute at these proceedings have been settled in accordance with the aforementioned settlement agreement.

As the parties agreed to continue the tenancy in the settlement agreement, I grant the application to set aside this One Month Notice to End Tenancy for Cause.

### Conclusion

The One Month Notice to End Tenancy for Cause is set aside.

The parties are obliged to comply with the terms of the aforementioned settlement agreement.

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: August 24, 2020

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Residential Tenancy Branch