



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, FFT**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The parties attended were given a full opportunity to be heard, to present affirmed testimony, make submissions, and call witnesses. I explained the hearing process and provided the parties with an opportunity to ask questions. The parties did not raise any issues regarding the service of evidence.

Before the conclusion of this 90-minute hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The One Month Notice dated August 29, 2020 is withdrawn by the landlord and is of no effect; the tenancy between the parties shall continue;

2. The tenant agreed that she will not smoke in the building, the unit, or on the balcony, and she will not permit smoking (tobacco or marijuana cigarettes) to take place in those areas by her guests;
3. The tenant agreed that she will not engage in any activity that results in the production of smoke which could be confused with cigarette or marijuana smoking, such as burning of herbs;
4. The parties agreed that for a period of six months, if the landlord suspects the tenant has contravened the immediately preceding paragraphs regarding smoking, the landlord shall forthwith notify the tenant who shall within two hours permit the landlord to inspect the unit for smoke;
5. If, subsequent to the investigation, the landlord believes the tenant has contravened the above provisions, the landlord shall immediately issue a written letter of warning with confirming details;
6. After the issuance and delivery of the letter of warning, the parties shall forthwith discuss the allegation of smoking;
7. If the allegation of smoking and contravention of this agreement is not resolved, the landlord may issue a One Month Notice to End Tenancy;
8. The tenant may deduct one-half of the filing fee for this application, \$50.00, from rent on a one-time basis only.

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* for an appropriate remedy.

Conclusion

This application is resolved on the above terms.

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: September 11, 2020

Residential Tenancy Branch