



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing

## DECISION

**Dispute Codes**      CNC

### **Introduction**

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

The tenant attended the hearing. The landlord was represented at the hearing by two agents ("**DT**" and "**UJ**").

Pursuant to section 63 of the Act, an 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The landlord cancels the Notice. The tenancy shall continue.
2. The parties agree that I make the following orders:
  - a. The tenant may only store the following in the rental unit carport:
    - i. two vehicles;
    - ii. a reasonable number of tires;
    - iii. children's bikes and scooters;
    - iv. kayaks;
    - v. two shelving units, which may be used to store anything except:
      1. firewood;
      2. pallets; or
      3. other flammable objects.
  - b. The tenant must comply with all municipal bylaws regarding vehicle insurance.
  - c. The tenant must not store any vehicles or firewood on the front lawn of the rental unit.
  - d. The tenant must keep the front lawn of the rental unit reasonably clean.
3. The landlord may issue a notice to end tenancy pursuant to section 47(1)(l) of the Act if the tenant fails to comply with these orders.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between.

### **Conclusion**

As the parties have reached a settlement, I make no factual findings about the merits of this application.

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: March 17, 2023

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Residential Tenancy Branch