



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC, OLC, FFT

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. The tenant also applied for an order directing the landlord to comply with the *Act* and for the recovery of the filing fee.

Both parties attended the hearing and had opportunity to be heard. The parties agreed to having received the evidence of the other party.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy began on June 01, 2020. On December 30, 2022, the landlord served the tenant with a one-month notice to end tenancy for cause with an effective date of January 31, 2023. The reasons for the notice were discussed at length.

During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. The landlord agreed to allow the tenancy to continue on the following terms:

- The tenant agreed to have no contact with the landlord or the landlord's staff outside of office hours except in an emergency.
- The tenant agreed to have no contact with the other occupants of the 4-plex via notes, phone, text or in person.
- The tenant offered to write a note of apology to the tenant occupying the above unit and place it in his mailbox.
- The tenant agreed to refrain from smoking withing 10 feet of the building.
- Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.
- The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive landlord – tenant relationship.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. 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 settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

The tenant would be wise to abide with the terms of this agreement. I find it timely to put the tenant on notice that, if in the future another notice to end tenancy is issued, the record of this agreement would form part of the landlord's case should it again come before an Arbitrator, for consideration.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application.

**Conclusion**

The notice to end tenancy is set aside and the tenancy will continue on the terms agreed to by both parties.

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 06, 2023

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Residential Tenancy Branch