



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call on May 8, 2024, having been adjourned from May 2, 2024, concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for cause. My Interim Decision was provided to the parties after the first scheduled date.

On May 8, 2024 the tenant and the landlord attended the hearing, and the tenant was assisted by an Advocate. The landlord gave affirmed testimony.

However, at the end of the hearing, the parties agreed to settle this dispute in the following terms:

1. the One Month Notice to End Tenancy For Cause dated March 20, 2024 is cancelled and the tenancy continues;
2. the tenant and the tenant's guests will not smoke inside the rental building;
3. the tenant will only park in the tenant's own parking spot and will not allow guests to park in a spot that is not assigned to the tenant;
4. if the tenant fails to comply with the conditions, the landlord will be at liberty to end the tenancy for breach of an agreement.

The tenant's Advocate advised that the landlord could call the Advocate with any concerns.

Having heard the testimony of the landlord, and settlement discussions of the parties, I am satisfied that the parties made this agreement on a voluntary basis and that they understood the nature of it.

Conclusion

For the reasons set out above, and by consent, the One Month Notice to End Tenancy For Cause dated March 20, 2024 is hereby cancelled and the tenancy continues until it has ended in accordance with the law.

I order that neither the tenant nor the tenant's guests may smoke inside the rental building.

I further order that the tenant only park in the tenant's own parking spot and will not allow guests to park in a spot that is not assigned to the tenant.

I further order that if the tenant fails to comply with the above conditions, the landlord will be at liberty to end the tenancy for breach of an agreement.

This order is final and binding and may be enforced.

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 08, 2024

Residential Tenancy Branch