

# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION AND REASONS**

**Dispute Codes:** CNC, MT

### **Introduction**

This hearing dealt with an application by the tenant for more time to apply for cancellation of a notice to end tenancy for cause, and cancellation of the notice itself. Both parties participated and gave affirmed testimony. During the hearing the landlord confirmed his wish to obtain an order of possession in the event the tenants' application was dismissed.

### **Issues to be Decided**

- Whether the tenant is entitled to more time to apply to cancel a notice to end tenancy for cause and, if so
- Whether the tenant is entitled to cancellation of a notice to end tenancy for cause
- Whether the landlord is entitled to an order of possession

### **Background and Evidence**

The month-to-month tenancy began on June 01, 2003. The landlord asserts that the tenant has adversely affected the quiet enjoyment, security, safety or physical well-being of other occupants of the residential property. In support of its position the landlord presented several letters of complaint from other residents and two warning letters from the property manager to the tenant.

Specific allegations include but are not limited to loud noises coming from the tenant's unit during the early morning hours, repeatedly threatening and intimidating behaviour in dealings with staff or other residents, in addition to physically and verbally aggressive behaviour. Cumulatively, all of the above resulted in the landlord's service of the one month notice to end tenancy for cause.

The tenant was defensive in her response to the above allegations.

The tenant submitted into evidence a copy of the notice to end tenancy which was served directly to the tenant on January 28, 2009. The tenant cited stress and anxiety as the reasons for not disputing the notice within ten days of receiving it.

### **Analysis**

I find that the tenant was served with a one month notice to end tenancy for cause. The tenant did not apply to dispute the notice within 10 days of being served. However, during the hearing, the tenant agreed to move out and the landlord agreed to extend the effective date of the end of tenancy.

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer 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 the hearing the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant will vacate the premises by 1 pm on June 01, 2009
2. If the tenant does not move out as promised, the landlord will serve an order of possession on the tenant.

The parties agreed that this comprises full and final settlement of all aspects of this claim.

### **Conclusion**

I grant the landlord an order of possession effective on or before 1:00 p.m. on June 01, 2009. If the landlord serves the order of possession on the tenant and the tenant fails to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Dated March 26, 2009.

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Dispute Resolution Officer