



Dispute Resolution Services

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

Decision

Dispute Codes: CNC, FF

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Cause as well as to recover the filing fee for this proceeding.

Issue(s) to be Decided

1. Is the Landlord entitled to end the tenancy?

Background and Evidence

The Tenant claimed this tenancy started in 1996, however the Landlord claimed it started in 2002. On February 3, 2009, the Landlord served the Tenant with a One Month Notice for Cause dated February 3, 2009 which alleged the following grounds:

“The Tenant or a person permitted on the property by the tenant has;

- Significantly interfered with or unreasonably disturbed another occupant or the Landlord;
- Seriously jeopardized the health or safety or lawful right of another occupant or the Landlord.”

At the beginning of the hearing the Parties advised me that they had settled this matter on the following terms:

- The Landlord withdraws the Notice to End Tenancy for Cause in exchange for the Tenant entering into a Behavioral Agreement dated March 13, 2009.

Conclusion

The One Month Notice to End Tenancy dated February 3, 2009 is withdrawn and the tenancy will continue. The Tenant’s application to recover the filing fee is dismissed.