



Dispute Resolution Services

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

Decision

Dispute Codes: OPC, CNC, OLC, FF

Introduction

This hearing dealt with two applications: 1) from the landlord for an order of possession and recovery of the filing fee; 2) from the tenant for cancellation of the notice to end tenancy for cause, an order instructing the landlord to comply with the Act, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be Decided

- Whether the tenant is entitled to cancellation of the notice to end tenancy for cause
- Whether the tenant is entitled to an order instructing the landlord to comply with the Act
- Whether the landlord is entitled to an order of possession
- Whether either party is entitled to recovery of the filing fee

Background and Evidence

Pursuant to a written residential tenancy agreement, the original term of tenancy was from June 1, 2007 to May 31, 2008. Thereafter, tenancy has continued on a month-to-month basis. Rent in the amount of \$900.00 is payable in advance on the first day of each month, and a security deposit of \$450.00 was collected on or about June 1, 2007.

Arising from concerns brought to the landlord's attention by other tenants about noise coming from tenant's unit, the landlord issued a 1 month notice to end tenancy for cause. The landlord submitted into evidence a copy of the 1 month notice dated

February 28, 2009. The date shown on the notice by when the tenant must vacate the unit is March 31, 2009. The reason shown on the notice for its issuance is as follows:

Tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord

Further to an exchange between the parties during the hearing about the matter of noise disturbance, there was discussion around whether or not the landlord had ever provided the tenant with a copy of the residential tenancy agreement; the tenant claimed she had not been provided with a copy, whereas the landlord took the position that he had given the tenant a copy near the start of tenancy. During the hearing the parties undertook to attempt to resolve both issues of dispute.

Analysis

Pursuant to section 63 of the Act, during the hearing the parties achieved a resolution of both issues of dispute. Specifically, it was agreed as follows:

- that, irrespective of whether a copy of the tenancy agreement has previously been provided by the landlord to the tenant, the landlord will FORTHWITH provide the tenant with a copy;
- that the tenant will vacate the unit by no later than 1:00 p.m., May 31, 2009, and that the landlord will be granted an order of possession to that effect.

In view of the settlement achieved between the parties by way of their mutual spirit of compromise, I dismiss their respective applications for recovery of the filing fee.

Conclusion

Pursuant to the agreement reached between the parties, as above, I hereby issue an order of possession in favour of the landlord effective not later than **1:00 p.m., May 31, 2009**. This order must be served on the tenant. Should the tenant fail 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.

Further, as set out in section 13(3) of the Act (**Requirements for tenancy agreements**), I hereby order the landlord to provide the tenant FORTHWITH with a copy of the residential tenancy agreement.

DATE: April 21, 2009

Dispute Resolution Officer