

DECISION AND REASONS

Dispute Codes:

CNC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began on August 15, 2008. On October 23, 2009, the landlord served the tenant with a one-month notice to end tenancy for cause.

The reasons for the notice to end tenancy are that the tenant has significantly interfered with or unreasonably disturbed another occupant and adversely affected the quiet enjoyment, security, safety and physical well being of another occupant.

The tenant is single parent of four children and admitted that she got into fights with the father of her children. She also admitted that her guests engaged in activities that involved the use of illegal substances and that a relative entered the neighbour's unit without knocking, on two occasions.

Upon receiving complaints from the other occupants of the complex, the landlord issued the tenant with a notice to end tenancy.

During the hearing the above reasons for the notice to end tenancy were discussed at length. 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 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 this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue. Both parties agreed to the following terms:

1. The tenant agreed to seek help regarding interaction with the father of her children. She agreed that all meetings with him will be conducted outside the residential complex. The tenant agreed to avail herself of the support that she has access to with regard to custody issues.
2. The tenant agreed to not allow guests to indulge in any activities that involve the use of illegal substances. The tenant agreed to continue to ban the guests who did smoke banned substances in her unit, from visiting her.
3. The tenant agreed to ensure that her relatives have the correct information about her unit number to prevent them from entering neighbouring units.
4. 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.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as per the above terms.

Dated November 26, 2009.

Dispute Resolution Officer