

Decision

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant for cancellation of a 1 month notice to end tenancy for cause. Both parties participated in the hearing and gave affirmed testimony.

Issue to be decided

- Whether the tenant is entitled to the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on April 1, 2008. Currently, rent in the amount of \$645.00 is payable in advance on the first day of each month. A security deposit of \$300.00, in addition to a pet damage deposit of \$300.00, were collected on March 28, 2008.

Arising from various concerns about the tenancy, the landlord issued a 1 month notice to end tenancy for cause dated July 28, 2010. A copy of the notice was submitted into evidence. Reasons shown on the notice for its issuance are 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

Tenant has engaged in illegal activity that has, or is likely to:

adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord

The tenant filed an application to dispute the notice on August 4, 2010.

During the hearing the parties respectfully exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution. Matters discussed included, but were not necessarily limited to, identification of conduct and behaviour the tenant will undertake to refrain from both, within and around the unit, and the nature of conversations the landlord will undertake to have with certain other tenants in the building.

Analysis

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed that the landlord's 1 month notice to end tenancy for cause will be set aside, with the result that the tenancy will presently continue in full force and effect.

Conclusion

Pursuant to the above, the notice to end tenancy is hereby set aside, with the effect that the tenancy carries on uninterrupted.

DATE: September 21, 2010

Dispute Resolution Officer