

## **DECISION**

Dispute Codes      MT, CNC

### Introduction

This hearing dealt with the tenant's application pursuant to section 66 of the *Residential Tenancy Act* (the *Act*) for more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause and to cancel the landlord's 1 Month Notice to End Tenancy for Cause pursuant to section 47.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that a 1 Month Notice to End Tenancy for Cause was posted on the tenant's door on August 27, 2010. The tenant testified that he handed a copy of his application for dispute resolution to a representative of the landlord in the tenant's building on September 14, 2010. Although the landlord said that this application was not received by the landlord until October 1, 2010, he did agree that the tenant had provided a copy to the landlord. I am satisfied that these documents were served to one another in accordance with the *Act*.

### Issues(s) to be Decided

Is the tenant entitled to have more time to make an application to cancel the landlord's notice to end tenancy? Is the tenant entitled to obtain cancellation of the landlord's notice to end tenancy?

### Background and Evidence

This tenancy commenced on or about February 1, 2009. The landlord cited a number of warning letters provided to the tenant about the disruption being caused by guests visiting the tenant at his rental unit. The tenant said that he has an extensive VCR and DVD collection and many tenants in the building come to borrow these videos from him. The landlord testified that he had no objection to the tenant's late filing of his application for dispute resolution. The tenant was represented by an advocate who provided written evidence that the tenant has disabilities including partial blindness and needed

extra time to submit his application for dispute resolution. I allowed the tenant's application for an extension of time to file his application for dispute resolution and proceeded to hear this matter.

During the hearing, the parties discussed the landlord's reasons for seeking an end to this tenancy, 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.

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 committed to send written notice to all of the tenants in his building and to the landlord that he will no longer be lending videos under any circumstances. The tenant committed to post this notice on his door.
2. Once a first floor living unit becomes available in his building, the tenant agrees to relocate to that unit.
3. If traffic to and from the tenant's premises does not decrease to an acceptable level as a result of these measures, the landlord reserves the right to issue another notice to end tenancy.
4. If a larger living unit becomes available within the tenant's building, the landlord may give the tenant an opportunity to relocate there.
5. Under the terms of this agreement, the landlord withdraws the 1 Month Notice to End Tenancy for Cause.

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. The tenant must bear the cost of filing this application.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.