



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a Notice to End Tenancy issued for cause.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Notice to End Tenancy valid or should it be cancelled?

Background and Evidence

The Agents for the Landlord testified that there was an incident on March 17, 2011, with the Tenant.

The Tenant went to the office for the Agent for the Landlord when he was very upset, and he was swearing and yelling at an employee of the Landlord. A second incident occurred between the Tenant and a different employee of the Landlord shortly after the first. The Tenant was issued a Notice to End Tenancy for cause.

The residential property houses some 100 seniors.

The Agent for the Landlord testified that she felt threatened by the exploding anger of the Tenant and was offended by his loud and foul language. Shortly after this incident the Tenant and a different Agent had an argument at the front of the building, apparently on the public sidewalk.

The Tenant is upset that a few other residents of the building do not obey the rules for the hours the laundry room may be used. The subject rental unit is located under the

laundry facility and the Tenant testified he is disturbed by the noise from after hours use.

The Tenant did not follow the formal complaint procedure of the Landlord.

The Agent for the Landlord explained that if the Tenant gave his word this would not happen again, the Landlord would withdraw the Notice to End Tenancy. The Tenant testified that he would behave himself in future and not be abusive to employees of the Landlord.

Both parties then agreed to that the Notice to End Tenancy would be cancelled.

Analysis

The parties agreed that the Notice to End Tenancy would be cancelled.

Conclusion

The Tenant testified he would behave himself and not be abusive to employees.

With the consent and agreement of the Landlord and Tenant the Notice to End Tenancy is cancelled, and is of no force or effect.

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*.

Dated: April 11, 2011.

Residential Tenancy Branch