



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This conference call hearing was convened in response to the tenant's application for cancellation of a 1 Month Notice to End Tenancy for having significantly interfered with or unreasonably disturbed another occupant or the landlord, and for having adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Should the Notice to End Tenancy be set aside?

### Background and Evidence

The rental unit consists of an apartment in a multi unit complex. The tenancy started in May 2000 and the tenant's rent is \$625.00 per month. The parties presented their perspectives in relation to the nature of this dispute. They exchanged views on the circumstances surrounding the problems with the tenancy and within that process undertook to achieve a resolution.

### Analysis

Section 63 of the *Residential Tenancy Act* provides for the parties to resolve their dispute during the dispute resolution proceedings. Accordingly, the parties have agreed to the following:

- The tenancy will end on September 30<sup>th</sup>, 2011.
- The tenant undertakes to have no further contact with her neighbour in unit #114.
- The landlord will contact the occupant in unit #114 to convey the same no-contact stipulation.

Notwithstanding, every tenant in a rental unit owes a statutory obligation towards other's right to quiet enjoyment, including the landlord. The landlord has a duty of care and a right to enforce a tenancy pursuant to the Act. Repeated breaches by a tenant do not prevent the landlord from issuing notices to end tenancy in the future or applications for dispute resolution, and the quantum of the evidence at that time may generate a different outcome.

### Conclusion

This matter is hereby settled; the notice to end tenancy is set aside and the tenancy will continue until no later than 1:00PM, September 30<sup>th</sup>, 2011.

If the tenant fails to comply with this date, the landlord is at liberty to apply for an order of possession.

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: August 17, 2011.

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Residential Tenancy Branch