



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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 November 01, 2007. The rental unit is located in a three storey apartment building that houses a total of ten apartments. On July 28, 2011, the landlord served the tenant with a one-month notice to end tenancy for cause.

The notice to end tenancy for cause alleges that the tenant has

- significantly interfered with or unreasonably disturbed another occupant or the landlord
- put the landlord's property at significant risk
- adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord
- caused extraordinary damage to the unit

During the hearing the reasons for the notice 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 have no visitors to his unit or in the common hallway inside the building from the hours of 11:00pm to 7:00 am.
2. The tenant agreed to maintain the rental unit in a state of decoration and repair that complies with the health, safety and housing standards required by law.
3. The tenant agreed to allow the landlord to conduct inspections of the rental unit once every month.
4. The landlord agreed to provide at least 24 hours notice of entry to the tenant prior to the inspection.
5. The landlord agreed to allow the tenancy to continue as per the above terms.
6. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to keep his rental unit free of clutter from this date on and restrict his visitors to appropriate visiting times. I find it timely to put the tenant on notice that, if such behaviors were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before a Dispute Resolution Officer, for consideration.

Conclusion

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

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: September 08, 2011.

Residential Tenancy Branch