



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, FF

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause and to recover the cost of filing this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, to call witnesses, and to make submissions to me.

Issue(s) to be Decided

The issues to be decided are whether the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, should be set aside and whether the Tenant is entitled to recover the cost of filing this Application for Dispute Resolution.

Background and Evidence

The Landlord and the Tenant agree that a 1 Month Notice to End Tenancy for Cause was served on the Tenant indicating that the Tenant was required to vacate the rental unit on September 02, 2011. The reasons stated for the Notice to End Tenancy were that the Tenant or a person permitted on the property has seriously jeopardized the health or safety or lawful interest of another occupant or the landlord.

After considerable discussion regarding an on-going conflict between these Tenants and another Tenant, who has also been served with a Notice to End Tenancy and who the Landlord now believes is the primary source of the conflict, the parties mutually agreed to resolve this conflict under the following terms:

- The Landlord will withdraw the Notice to End Tenancy that was served on September 02, 2011
- The tenancy will continue until it is ended in accordance with the *Act*
- The parties understand that the Landlord has the right to serve the Tenants with another Notice to End Tenancy if the Tenant's behaviour disturbs the Landlord or other occupants in the future.

Conclusion

This tenancy is continuing on the basis of the aforementioned settlement agreement.

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: October 13, 2011.

Residential Tenancy Branch