



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, AAT, RR, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause pursuant to section 47;
- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70;
- an order to be allowed to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The tenant confirmed that he received the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) posted on the tenant's door by the landlord's agent on October 24, 2011. The landlord's agent confirmed that she received a copy of the tenant's dispute resolution hearing package posted on the landlord's agent's door on or about November 6, 2011. I am satisfied that both parties were served with the above documents by one another.

At the commencement of the hearing, the tenant clarified that there is no longer an issue regarding access to this rental unit. He withdrew his application for an order to allow access to or from the rental unit or site for the tenant or the tenant's guests.

Issues(s) to be Decided

Should the tenant's application to cancel the landlord's 1 Month Notice be allowed?
Should an order be issued to reduce the tenant's rent for services agreed upon but not provided by the landlord? Is the tenant entitled to recover his filing fee?

Background and Evidence

This six-month fixed term tenancy commenced on September 1, 2011. Monthly rent is set at \$675.00, payable in advance on the first of each month. The landlord continues

to hold the tenant's \$337.50 security deposit paid by way of a September 1, 2011 cheque.

The landlord entered into written evidence a copy of his 1 Month Notice issued on October 24, 2011. In that Notice, requiring the tenant to end this tenancy by November 30, 2011, the landlord cited the following reason for the issuance of the Notice:

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;...*

The landlord's written evidence included a number of letters and notices sent to the tenant regarding the noise and disturbance caused by the tenant's son and his guests. This information also included concerns about smoking in and on the balcony of the rental unit, both prohibited in this residential tenancy agreement.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to 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 the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve the issues in dispute between them on the following terms:

1. Both parties agreed that the existing 1 Month Notice will be set aside and this tenancy will continue until December 31, 2011, by which time the tenancy will end and the tenant will have vacated the rental unit.
2. Both parties agreed that no one other than the tenant and his son will be in the rental unit after 7:00 p.m. for the remainder of this tenancy.
3. Both parties agreed that if noise originates from the rental unit, the landlord will contact the tenant. In that event, the tenant agreed to remove his son from the rental unit as soon as possible.
4. The landlord agreed to send out notices to all tenants in this rental building reminding them that they are not to leave the entrance door to this building open or let anyone into the building who is not a tenant.
5. The landlord agreed to conduct repairs by December 15, 2011 to the rental unit's bathroom fan, to runners on the patio door, and to the patio door handle.

Both parties agreed that this agreement constituted a final and binding resolution of all issues in dispute between them arising out of this tenancy at this time.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises by December 31, 2011 in accordance with their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: November 25, 2011

Residential Tenancy Branch