



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC, OLC, FF

Introduction

This conference call hearing was convened in response to the tenant's application for more time to make an application to cancel a notice to end tenancy; for cancellation of a 1 Month Notice to End Tenancy; to order the landlord to comply with the Act, regulation, or tenancy agreement; and to recover the filing fees associated with this application.

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.

Concerning the tenant's request for more time to make an application to cancel a notice to end tenancy; the tenant received the notice on March 6, 2012 and made her application to cancel the notice on the same day. The tenant applied within the statutory time frame to file her application under the Act. As such it is not necessary that I grant the tenant more time and therefore I dismiss this aspect of her application.

Issue(s) to be Decided

Should the notice to end tenancy be set aside, and should the tenancy continue?

Should the landlord be issued an order to comply as requested?

Is the tenant entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a townhouse. Pursuant to a written agreement, the month to month tenancy started on May 1, 2011. The rent is \$950.00 per month and the tenant paid a security deposit of \$475.00.

The landlord testified that on or about early March 2011, he received a call from the neighbouring tenant concerning what appeared to be a violent dispute at the tenant's home, and informed the landlord that the police was called. The landlord said that he tried to contact the tenant for several without success, and that this incident was the primary reason for issuing the 1 Month Notice to End Tenancy on March 4, 2012.

The tenant testified that the disturbance in question involved friends that came over for a visit, and that it was an isolated incident. She stated that she works a lot and apologized for not contacting the landlord sooner.

During the hearing the parties exchanged views on some other circumstances surrounding the dispute and undertook to achieve a resolution. Matters discussed included, but were not limited to adequate heat in the rental unit, and establishing proper communication between one another.

The parties agreed to meet in person, and the tenant said that she would call the landlord after 8 PM on Sunday, March 25, 2012, to schedule a tentative meeting for the following Monday.

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 meet and start afresh concerning meeting the terms of the tenancy and to satisfy their statutory obligation towards one another.

The provisions of the Act and more information concerning the context of these obligations can be viewed online at www.rto.gov.bc.ca.

Conclusion

This matter is settled and hereby closed.

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: March 21, 2012.

Residential Tenancy Branch