



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

CNC, FF

### Introduction

The tenant applied to cancel a Notice to end tenancy for cause issued on April 30, 2012, and to recover the filing fee costs.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony evidence and to make submissions to me.

### Preliminary Matters

The landlord confirmed receipt of the Notice of hearing on May 8, 2012. The landlord served his evidence to the tenant on May 22, 2012 and to the Residential Tenancy Branch on May 21, 2012. As this evidence was not served within the required time-frame, it was set aside.

### Mutually Settled Agreement

The tenant did not supply a copy of the Notice; however the parties agreed that a 1 Month Notice to End Tenancy for Cause was issued on April 30, 2012; and served to the tenant on that date. The Notice had an effective vacancy date of May 31, 2012.

The Notice indicated the tenant was repeatedly late paying rent, that she has significantly disturbed others and engaged in illegal activity that is adversely affecting the quiet enjoyment of others.

The landlord agreed to withdraw the Notice; the tenant indicated she wishes to remain in the unit.

The landlord stated the tenant must not continue to cause disturbances at night; he described some incidents that have caused problems; such as a failure to clean messes left by her guests, police being called to the unit and late night parties.

The tenant described conflict that is occurring with the occupants of the lower unit.

The landlord stated that the tenant is given a signed receipt for cash rent payments that are due on the first day of each month. He stated he does not mind if rent is paid on the 2<sup>nd</sup> of each month. The parties were informed that written receipts must be issued when rent is paid by cash.

It was suggested that the parties meet to discuss issues that have emerged in an attempt to solve the problems, so the tenancy may continue successfully.

Copies of a *Guide for landlords and Tenants in British Columbia* have been included for each party.

Therefore, based on the agreement of the parties, I Order this tenancy to continue until it is ended as provided by the Act. The Notice to end tenancy issued on April 30, 2012, is of no force or effect.

As the parties reached agreement I decline filing fee costs to the tenant.

### Conclusion

The Notice is cancelled and the tenancy will continue until it is ended as provided by the Act.

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: May 29, 2012.

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Residential Tenancy Branch