



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened on the tenant's application of April 30, 2012 to have set aside a one-month Notice to End Tenancy for cause served on the same day.

### Issue(s) to be Decided

This matter requires a decision on whether the Notice to End Tenancy should be set aside or upheld.

### Background and Evidence

This tenancy began on May 1, 2002. Rent is \$800 per month and the landlord holds a security deposit of \$335 paid on April 17, 2002.

During the hearing, while the landlord submitted a substantial history of the tenancy, including numerous incidents, she gave evidence that service of the Notice to End had been precipitated by the recent end of tenancy of the tenant next door to the applicant tenant. The departing tenant had told the landlord that ongoing conflict with the applicant tenant had figured largely in her decision to leave her sixteen-year tenancy.

That conflict included allegations by the applicant tenant, an octogenarian, that the neighbour and the landlord had a personal relationship that contributed to noise disturbances in her rental unit.

The landlord stated that such allegations were totally unfounded and had been spread to others, including her employer, diminishing the perception of her authority among other tenants in the building, creating stress and making management of the 144-unit complex more difficult.

After considerable discussion among the parties, in which the landlord and tenant appeared to genuinely appreciate each other's circumstances, and the tenant expressed her fervent wish to continue the tenancy, the parties arrived at the following consent agreement.

The landlord agreed to withdraw the Notice to End Tenancy of April 30, 2012, provided;

The tenant promised to write a clear and unambiguous letter, including a copy to the landlord's employer, acknowledging that her allegations had been spurious and expressing regret for any harm they may have caused.

The parties are commended for their magnanimous resolution of this dispute.

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 24, 2012.

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Residential Tenancy Branch