



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice). Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to cross-examine one another and to discuss this dispute with one another.

The tenant confirmed that one of the landlord's representatives handed him the 1 Month Notice on May 31, 2012. The landlord confirmed that the tenant handed one of the landlord's representatives a copy of his dispute resolution hearing package on June 19, 2012. I am satisfied that the above documents were served to one another in accordance with the *Act*.

At the hearing, the landlord's representative PR made an oral request for an Order of Possession if the tenant's application to cancel the 1 Month Notice were dismissed.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

This periodic tenancy commenced on October 1, 2008. Monthly rent is currently set at \$375.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$187.50 security deposit paid on October 1, 2008.

Neither party entered into written evidence a copy of the 1 Month Notice. The parties agreed that the landlord's 1 Month Notice required the tenant to end this tenancy and vacate the rental premises by July 1, 2012. The parties also agreed that the cause cited in the 1 Month Notice was that the tenant had "significantly interfered with or unreasonably disturbed another occupant or the landlord." The landlord testified that the tenant had become involved in an altercation with another tenant in contravention of the Violence Free provisions attached to his residential tenancy agreement. The

landlord did not provide a copy of the residential tenancy agreement or the Violence Free provisions in the attachment referred to in the landlord's sworn oral testimony.

The tenant testified that he handed the landlord a copy of his written evidence and believed that the landlord was responsible for forwarding this evidence to the Residential Tenancy Branch (RTB). I noted that the RTB does not have any written evidence from the tenant other than his application for dispute resolution and that it is the responsibility of the party submitting the evidence to ensure that it is provided to the RTB.

The landlord testified that the landlord faxed three pages of evidence to the RTB on June 19, 2012. This evidence included a copy of a one-page logbook entry in which one of the landlord's staff noted that the tenant had admitted to being involved in a fight with another tenant. The other two pages of the landlord's written evidence was a two page letter from another tenant attesting to the landlord's claim that the tenant was involved in a fight on the premises on May 31, 2012. The RTB had no record of receiving this evidence, although the tenant confirmed having received it.

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 all issues in dispute arising out of this tenancy under the following terms:

1. The tenant agreed to see the City of X's Mental Health Supportive Case Worker on an ongoing basis commencing as soon as possible.
2. The tenant agreed to abide by the existing policies relating to threats or violence that he signed as part of his original residential tenancy agreement.
3. The landlord agreed to cancel the 1 Month Notice issued on May 31, 2012, with the effect that this tenancy continues.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute at this time arising out of this tenancy.

Conclusion

To give effect to this settlement agreement, the landlord's 1 Month Notice issued on May 31, 2012 is cancelled with the effect that this tenancy continues.

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: June 28, 2012

Residential Tenancy Branch