



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MT, CNC, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy and for additional time to do so. The tenant also applied for the recovery of the filing fee. Both parties attended the hearing and had opportunity to be heard.

Under section 47(4) of the Act, the tenant had to dispute the notice within 10 days, or by July 02, 2012. The tenant filed his application July 06, 2012. Therefore, I find the tenant failed to file his application to dispute the notice, in a timely manner.

Policy guideline 36 for the Act sets out that Dispute Resolution Officer may extend or modify a time limit ***only in exceptional circumstances***. I find the tenant filed evidence of exceptional circumstances, which would allow me to extend a time limit established by the Act. Therefore I grant the tenant the additional time to file this application.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy began on February 16, 2012. The rental unit is located in an apartment building. On June 22, 2012, the landlord served the tenant with a one-month notice to end tenancy for cause.

The landlord filed several letters of noise complaints from the other occupants of the building. The tenant filed letters from health workers which state that the female tenant has significant health issues that caused her to act out and disturb the neighbours. Her medical condition was diagnosed and she is undergoing treatment for her disorder. The landlord agreed that since June 10, 2012, there were no noise disturbances.

During the hearing the reasons for the notice were discussed at length. The parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue. Both parties agreed to the following terms:

- The tenant agreed to refrain from causing noise disturbances in the multi unit complex.
- The tenant agreed to pay a pet deposit on or before August 01, 2012.
- The landlord agreed to allow the tenancy to continue as per the above terms.
- Both parties confirmed that they understood and agreed to the terms of this agreement

The tenant would be wise to refrain from disturbing the other occupants of the complex I find it timely to put the tenant on notice that, if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before a dispute resolution officer, for consideration.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as per the above terms.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application

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: July 26, 2012.

Residential Tenancy Branch