



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and for the recovery of the filing fee. Both parties attended the hearing and had opportunity to be heard.

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 about 15 years ago. The rental unit is located in an apartment building.

On January 06, 2013, the landlord served the tenant with a notice to end tenancy for cause. The reason for the notice was that the tenant or a person permitted on the property by the tenant had significantly interfered with or unreasonably disturbed another occupant or the landlord.

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 Arbitrator 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:

1. The tenant agreed not to permit her daughter and her daughter's associates in and around the apartment building.
2. The tenant agreed to take action to ensure that the landlord does not receive threatening calls from the tenant's daughter and/or her associates.
3. The tenant understood and agreed that the keys to the apartment building were for her use only and were not to be given to any other person.
4. The landlord agreed to allow the tenancy to continue as per the above terms.
5. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to refrain from allowing her daughter and her associates on the landlord's property. 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 an Arbitrator, 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 tenant'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: February 05, 2013