



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was sufficiently served on the Tenant by posting on April 23, 2013. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on April 25, 2013. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated April 23, 2013 and setting the end of tenancy for May 31, 2013?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenant has lived in the rental property for over 40 years. The latest tenancy began in 1991. The present rent is \$980 plus \$25 for parking for a total of \$1005.

Grounds for Termination

The Notice to End Tenancy relies on section 47(1)(f) of the Residential Tenancy Act.

That section provides as follows:

47 (1)(f) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;

Settlement:

During the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The landlord shall withdraw the one month Notice to End Tenancy on a without prejudice basis.
- b. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.
- c. The tenant shall not write on the notice boards and posted notices and if he has a concern with the management of the rental property the tenant shall approach the landlord directly either in person or by letter raising those concerns in attempt to have those concerns resolved.

As a result of the settlement I ordered that the one month Notice to End Tenancy dated April 23, 2013 shall be cancelled as withdrawn on a without prejudice basis.

The tenancy shall continue with the rights and obligations of the parties remaining unchanged. All other claims in the Application for Dispute Resolution are dismissed.

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 22, 2013

Residential Tenancy Branch

