



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The three applicants in these two applications are co-occupants of the same rental unit and apply to cancel identical ten day Notices to End Tenancy, given alleging the same facts.

This matter was resolved at hearing by the parties agreeing (the advocate Mr. D. on behalf of the absent tenant Ms. B.) to the following:

- i) The parties, the landlord and three tenants, will sign a new tenancy agreement for a tenancy to commence September 1, 2013 for a fixed term of six months to February 28, 2014. The tenancy agreement will provide that the tenants agree to vacate the premises at the end of that term, unless the parties reach a mutual agreement to continue the tenancy either for another fixed term or on a month to month basis. The tenancy agreement will otherwise be on the terms of the present written tenancy agreement and standard terms of the government standard agreement, with rent of \$750.00 per month due on the first of each month. The current \$375.00 security deposit will be applied to that new tenancy agreement.
- ii) The purpose of item i) is to provide a “probationary” term during which the tenants can establish their promise to be of good behaviour. All agree that noise from the apartment has been a chief cause of complaint in the apartment building. Excessive alcohol consumption has been a contributing factor to the disturbances and the tenants agree to moderate their consumption in that regard. Should the tenants keep the peace and refrain from unreasonably interfering with or disturbing other occupants of the building, the landlord will agree to a continuation of the tenancy past the end of the six month term.

- iii) The tenant Mr. McK. will, by August 23, 2013, provide the building tenant "Bonny" with a written apology for his behavior regarding the baseball bat incident referred to in the landlord's filed material and he will provide the landlord with a copy of that apology.

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: August 21, 2013

Residential Tenancy Branch

