



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

The hearing dealt with an application by the tenant to cancel a notice to end tenancy for cause. The tenant also sought to recover the RTB filing fee.

Both the tenant and landlords participated in the teleconference hearing and all gave affirmed evidence.

Issue(s) to be Decided

Should the notice to end tenancy for cause be cancelled?

Background and Evidence

The parties agree that the tenancy started on August 1, 2013 and was a fixed-term until July 31, 2014. The tenant is obligated to pay \$900.00 in rent monthly in advance on the first day of the month. The tenant also paid a \$450.00 security deposit.

The tenant gave evidence that the landlord personally served him with a Notice to End Tenancy for Cause (the "Notice") on December 31, 2013. The Notice specifies the following two causes for ending the tenancy:

- Tenant has allowed an unreasonable number of occupants in the unit
- Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord

Number of occupants:

The parties agree that the tenant is the only person named in the tenancy agreement. The resident manager gave evidence that the tenant's girlfriend appears to have been living at the rental unit since approximately November 2013, and the tenant's girlfriend's

two children appear to be living at the rental unit at least some of the time. The resident manager gave evidence that it is the building policy to have all adult occupants of rental units named in the tenancy agreement. The resident manager believes the tenant's girlfriend would likely not qualify to be a tenant in the building.

The tenant gave evidence that his girlfriend does not live in the rental unit. His evidence is that his girlfriend has had her own place continuously during the period of time that the resident manager alleges she has lived with the tenant. The tenant's evidence is that his girlfriend's children live with their grandparents, but visit the tenant and his girlfriend at the rental unit and sometimes stay overnight at the rental unit.

Unreasonable Disturbance:

The resident manager gave evidence that the rental unit is sparsely furnished and, as a result, sounds from the rental unit are heard in the hallway. The resident manager gave evidence that the tenant's conversations with guests and the tenant's television can be heard in the hallway.

The resident manager gave further evidence that the tenant sometimes props open the side door so that he can come back in that way, rather than re-entering the building through the secure front entrance. His evidence is that this creates a security issue. He noted that other tenants also prop open the side door.

The tenant said he agrees that noise was a problem earlier in his tenancy. However, he says that he now has more furniture to absorb sound. He said he often had people over and listened to music on his computer. He agrees that the music could be heard in the hallways. However, the tenant's evidence is that he has stopped having people over and playing music over two months ago. The tenant also states that he no longer props open the side door of the building.

The tenant gave evidence that he believes the landlord improperly entered his rental unit on one occasion in December 2013. The landlord disagrees that he improperly entered the rental unit.

Analysis

Section 63 of the Act provides that the parties may settle their dispute in the hearing, and the director may record the settlement in the form of a decision or an order. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

1. The tenancy agreement is amended as to the length of the tenancy. The tenant will move out of the rental unit on or before April 30, 2014;
2. The tenant will abide by the notice provisions set out in Section 45(1) to end his tenancy, as though it were a periodic tenancy, despite the fact that the tenancy will end on or before April 30, 2014;
3. The landlord will abide by the provisions set out in Section 29 to enter the rental unit for the remainder of the tenancy; and
4. The tenant agrees to not block open the side entrance to the building for the remainder of his tenancy.

Since the parties reached a settlement, I do not award the tenant reimbursement of his RTB filing fee.

Conclusion

As the parties have settled the matters at issue, no further action is necessary and the file is closed.

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 06, 2014

Residential Tenancy Branch

