



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *OPC, CNC, MND, FF*

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and the tenant applied for an order to cancel the notice to end tenancy for cause. Both parties applied for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be decided**

Is the landlord entitled to an order of possession?

### **Background and Evidence**

The tenancy started on April 01, 2013. The current monthly rent is \$830.00 and prior to moving in the tenant paid a security deposit of \$355.00. The rental unit is an apartment that is located in a building complex.

Both parties agreed that the tenant's daughter attempts to enter the building in the early hours of the morning, by using the buzzer to be let in. The use of the buzzer creates noise disturbances for the other occupants of the building. A sign near the door states that the buzzer should not be used between the hours of 10:00pm and 7:00am.

The landlord gave the tenant several verbal warnings but the problem continued. On May 07, 2014, the landlord served the tenant with a written warning.

Upon receipt of the warning letter, the tenant decided to switch her phone off during the quiet times, so that if her daughter buzzed her during these times, she would not hear her. However, the daughter continued to visit during the restricted hours and started buzzing other residents to be let in, when the tenant did not respond to her buzz.

The noise disturbances in the early hours of the morning continued and on occasion, a resident would let the daughter into the building in order to stop the noise disturbances created by the buzzing. The daughter would then proceed to cause additional noise disturbances by knocking on the tenant's door. The tenant agreed that she had let her daughter into her rental unit on a few occasions, to stop the knocking.

On June 04, 2014, a resident complained in writing and the landlord gave the tenant a verbal warning. The disturbances continued and on June 06, 2014 the landlord served the tenant with

a notice to end tenancy for cause. The reason for the notice is that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant. The landlord stated that despite the notice to end tenancy, the disturbances continued.

The tenant stated that she did her best to stop her daughter's visits at unacceptable hours and expressed a desire to remedy the situation. During the hearing, the parties discussed the issue and the landlord agreed to give the tenant one more opportunity to continue to occupy the rental unit on condition that the noise disturbances ceased immediately.

During the hearing 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, both parties agreed to the following:

- The landlord agreed to give the tenant an opportunity to start anew by setting aside the notice to end tenancy. The landlord agreed to allow the tenancy to continue on condition that the noise disturbances ceased immediately.
- The tenant agreed to take appropriate steps to ensure that her daughter did not use the buzzer during the restricted hours.
- The tenant stated that she understood 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 landlord may retain \$50.00 from the security deposit towards the recovery of the filing fee. The tenant must bear the cost of filing her own application. The notice to end tenancy is set aside and the tenancy will continue.

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 08, 2014

---

Residential Tenancy Branch

